



Ministry of Health  
& Family Welfare  
Government of India



national  
health  
agency

***Request for Proposal (RFP) for selection of  
service providers for supply and  
application of vinyl film wrapping for train  
coaches***

***Issued by: National Health Agency  
Published Date: 30<sup>th</sup> November 2018  
Tender No.: s.12014/05/2018-NHA***

### Bid Information Sheet

#	Particular	Details
1.	Bidding Documents	No.: Date of issue: 1 <sup>st</sup> December 2018
2.	Cost of Bidding Documents	NIL
3.	Name of the Authority	National Health Agency
4.	Name of the Contact Officer	Mr. B.K. Datta The General Manager (Administration), National Health Agency, 7 <sup>th</sup> & 9 <sup>th</sup> Floor, Tower -I, Jeevan Bharati Building, Connaught Place, New Delhi,110001 email: <a href="mailto:pm-nhpmission@gov.in">pm-nhpmission@gov.in</a>
5.	Method of Selection	Single Stage, two envelope system
6.	Pre-bid meeting	06/12/2018 at 1100 hours onwards at NHA, 9 <sup>th</sup> floor, tower-1, Jeevan Bharti building, Connaught Circus, New Delhi
7.	Last date and time for submission of Bidders' queries	On or before 06/12/2018 at 1700 hours
8.	Date of issue of response to Bidders' queries and the amended Bidding Documents (if required)	01/12/2018
9.	Last date and time for submission of Bids (Bid Due Date)	10/12/2018,1400 hours
10.	Bid validity	180 days from the Bid Due Date
11.	EMD	5,00,000/- (Five Lakh only)
12.	Mode for submission of Bids	Physical/Hard copy only
13.	Address for submission of Bids	National Health Agency, 7 <sup>th</sup> & 9 <sup>th</sup> Floor, Tower -I, Jeevan Bharati Building, Connaught Place, New Delhi,110001
14.	Date and time of opening of Technical Bids	10/12/2018 at 1500 hours onwards
15.	Date of opening of Financial Bids	The Qualified Bidders will be intimated separately.

## **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 National Health Agency (NHA) and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by NHA 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 NHA 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 NHA. Neither NHA 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.

NHA, 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.

## Table of Contents

<b>1</b>	<b>Section I – Invitation to Bid &amp; Introduction .....</b>	<b>8</b>
1.1	Part I – Invitation to Bid .....	8
1.2	Part II – Introduction.....	9
1.3	Part III – Glossary & Acronyms .....	10
1.3.1	Glossary of Terms .....	10
1.3.2	Acronyms .....	10
<b>2</b>	<b>Section II – Instructions to Bidders.....</b>	<b>11</b>
2.1	Part I – General .....	11
2.1.1	Definitions .....	11
2.1.2	Procedure for Submission of Bids .....	11
2.1.3	General.....	12
2.1.4	Clarification and Amendment of RFP Document.....	12
2.1.5	Preparation of Financial Bid .....	13
2.1.6	Taxes .....	13
2.1.7	Earnest Money Deposit (EMD) .....	13
2.1.8	Tender Fees.....	14
2.1.9	Performance Bank Guarantee (PBG) .....	14
2.1.10	Submission, Receipt and Opening of Bids .....	14
2.1.11	Right to Accept/ Reject the Bid .....	15
2.1.12	Public Opening and Evaluation of Financial Bids .....	15
2.1.13	Disqualification.....	15
2.1.14	Award of Contract.....	15
2.1.15	Termination of Contract.....	16
2.2	Part II – Data Sheet.....	17
2.3	Part III – Eligibility Criteria.....	18
2.3.1	Qualification Criteria .....	18
2.4	Part IV - Selection Process .....	19
2.4.1	Evaluation of Proposals .....	19
2.4.2	Selection of Service Provider .....	20
2.4.3	Allocation of Work.....	20
2.5	Part V – Instructions on Bid Preparation and Documents Checklist .....	21

2.5.1	Submission Process .....	21
2.5.2	Financial/Commercial Bid Forms .....	21
2.5.3	Financial Bid Covering Letter.....	21
2.5.4	Checklist.....	22
<b>3</b>	<b>Section III – Scope of Work.....</b>	<b>23</b>
3.1	Description of Services .....	23
3.1.1	General.....	23
<b>4.</b>	<b>Section IV – General and Special Conditions of Contract .....</b>	<b>26</b>
a.	Part I – General Conditions .....	26
i.	General Conditions.....	26
ii.	Commencement, Completion, Modification & Termination of Contract .....	30
iii.	Obligations of the service provider .....	34
iv.	Service provider’s personnel .....	37
v.	Obligations of the purchaser .....	37
vi.	Good faith .....	39
vii.	Settlement of disputes .....	39
viii.	Liquidated damages .....	40
ix.	Adherence to rules & regulations.....	40
x.	Limitation of liability.....	41
xi.	Miscellaneous provisions .....	41
a.	Part II - Special Conditions of Contract.....	42
<b>5.</b>	<b>Section V - Annexures and Appendices.....</b>	<b>45</b>
a.	Annexures .....	45
i.	Annexure I - Financial Bid Covering Letter.....	45
ii.	Annexure II - Financial Bid Form.....	47
iii.	Annexure III - Standard Contract Form .....	49
iv.	Annexure IV - Indicative copy of PM-JAY Beneficiary Information Letter and beneficiary family card .....	52
v.	Annexure V - Indicative Sample of Envelope .....	<b>Error! Bookmark not defined.</b>
vi.	Annexure XI – Declaration by Bidder for not being black-listed.....	52
vii.	Annexure XII: Integrity Pact.....	53
viii.	Appendix B - Form of Performance Bank Guarantee Bond .....	61

ix.	Appendix C - Form of Bank Guarantee for EMD.....	63
x.	Appendix D - Non-Disclosure Agreement .....	65



## **Invitation for Proposal**

National Health Agency

1<sup>st</sup> December, 2018

New Delhi

National Health Agency (hereafter referred to as NHA), a Society registered under the Societies Registration Act, 1860 for implementation of Ayushman Bharat – Pradhan Mantri Jan Aarogya Yojana (AB-PMJAY) at operational level having its Office at Jeevan Bharti Building, Tower I, 7<sup>th</sup>& 9<sup>th</sup> Floor, , New Delhi invites responses (“Proposals”/ “Bids”) to this RFP from eligible Bidders for selection as a service providers for printing and delivery of PM-JAY information letter and family 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 pre-bid meeting on the date and venue mentioned in the Data Sheet. Attending the pre-bid meeting is optional.

General Manager,

National Health Agency,

New Delhi – 110011

# 1 Section I – Invitation to Bid & Introduction

## 1.1 Part I – Invitation to Bid

1. National Health Agency (NHA) invites proposals from reputed and reliable firms for the 'supply, application and maintenance of vinyl film wrapping to train coaches as per given guidelines'.
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 NHA.
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 NHA's website: <http://pmjay.gov.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 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 manually as hard copy.
9. NHA 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. NHA 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:



**Supply, Application and Maintenance of Vinyl Film Wrapping for Selected Train Coaches**

**General Manager (Administration),  
Jeevan Bharti Building, 9<sup>th</sup> floor, tower-1  
National Health Agency  
Government of India  
New Delhi – 110011**

## 1.2 Part II – Introduction

1. National Health Agency (hereafter referred to as NHA), a Society registered under the Societies Registration Act, 1860 for implementation of Pradhan Mantri Jan Arogya Yojana (PM-JAY) at operational level having its Office at Jeevan Bharti Building, 7<sup>th</sup> and 9<sup>th</sup> floor, Tower-1, Jivan Bharati Building, New Delhi-110001 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 ‘supply, application and maintenance of vinyl film wrapping to selected train coaches as per given guidelines’.
3. Following table lists details of trains where vinyl film wrapping shall be applied and maintained for the period of 6 months

SN	Number	Name of the Train	Source	Destination	Total Coaches
1	54252	Saharanpur-Lucknow Passenger	Saharanpur	Lucknow	10
2	54333	Varanasi-Lucknow Passenger	Varanasi	Lucknow	10
3	14645	Shalimar Express	Old Delhi	Jammu Tawi	24
4	16317	Himsagar Express	Kanniyakumari	Jammu Tawi	19

## **1.3 Part III – Glossary & Acronyms**

### **1.3.1 Glossary of Terms**

1. National Health Agency – NHA
2. The term ‘Tender’ and ‘RFP’ has same meaning in the document

### **1.3.2 Acronyms**

1. NHA- National Health Agency
2. AB – Ayushman Bharat
3. PM-JAY – Pradhan Mantri Jan Arogya Yojana
4. RFP – Request For Proposal
5. PSP – Printing Service Provider
6. SoW – Scope of Work
7. SLA – Service Level Arrangements
8. GC – General Conditions
9. SC – Special Condition
10. BOQ – Bill of Quantities
11. PBG- Performance Bank Guarantee
12. DHQ- District Head Quarters
13. GST – Goods & Service Tax
14. PSP – Print Service Provider
15. EMD – Earnest Money Deposit
16. MSE – Micro & Small Enterprise
17. MeitY – Ministry of Electronics & Information Technology
18. DIPP – Department of Industrial Policy & Promotion
19. GFR – General Financial Rules
20. ISO – International Standards Organization
21. DOP – Department of Posts
22. MIS – Management Information System
23. SLA – Service Level Agreement
24. MoR-Ministry of railways
25. IR- Indian Railways

## 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 NHA 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 NHA, 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 NHA 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 NHA.

#### 2.1.2 Procedure for Submission of Bids

The Bid should be submitted manually on the following address: **General Manager (Administration)**, National Health Agency, 9<sup>th</sup> floor, Tower-1, Jeevan Bharati Building, Near Connaught place, New Delhi-110011.

### **2.1.3 General**

1. All the provisions listed out in the Request for Proposal (RFP) issued by the NHA shall be binding upon the participating bidders of this RFP.
2. NHA 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. NHA 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 NHA 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, NHA may amend the RFP by issuing an addendum/corrigendum in publishing on NHA website. 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 NHA 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 NHA 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 a Bank Guarantee from scheduled/commercial bank of the value as specified in the 'Data Sheet' may be submitted in favour of "National Health Agency" payable at New Delhi.
2. The Bank Guarantee should be valid for **45 days beyond bid validity period** from the last date of submission of the bid. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in Data Sheet (Part II of Section-II of RFP) on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
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 Organisation, 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 NHA are
  - a. Account Number - 000701269645 A/c Holder – National Health Agency  
Branch Name – ICICI Bank Branch name : New Delhi IFSC code:  
ICIC0000007

#### **2.1.7.1 Forfeiture of EMD**

The entire EMD shall be forfeited by NHA 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 Tender Fees**

No tender fees will be charged. RFP document is available at free of cost on the website.

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

1. The selected service providers shall be required to furnish a Performance Bank Guarantee (PBG) of 5,00,000/- (Rs. Five Lakhs) in the form of an unconditional and irrevocable Bank Guarantee from a scheduled/ commercial bank in India in favour of "National Health Agency" 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/bank guarantee 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 NHA 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**

NHA 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 bidders will sign the contract within 3 days of notification of Award of contract.

3. The service providers is expected to commence the services within 3 days (from the date of signing the contract between the service provider and the purchaser). In exceptional cases NHA may grant extension if the delay is due to reason not in control of the Service Provider.

### **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**, National Health Agency, 9th floor, Tower-1, Jeevan Bharti Building, Near Connaught place, New Delhi-110011.

### 2. Bid Submission Address

Supply, Application and Maintenance of Vinyl Film Wrapping for coaches of selected trains

General Manager (Administration)

National Health Agency,

9th floor, Tower-1, Jeevan Bharti Building,

Near Connaught place,

New Delhi-110011.

(The Hard Copy of original instruments in respect of tender document, earnest money must be delivered to the above address on or before bid opening date/time as per the procedure defined in Part-V of Section-II and as specified in Schedule provided in the Data Sheet.)

\*The bids are to be submitted in the drop box kept at 9<sup>th</sup> floor for bid submissions.

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

### 4. Tenure of Contract

The contract period is up to 15 days (for printing and application) + 6 Months (maintenance) from the date of signing the contract. However, the service provider is required to complete the works, on or before 31<sup>st</sup>December 2018 in a satisfactorily 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 NHA.

### 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:

[pm-nhpmission@gov.in](mailto:pm-nhpmission@gov.in)

(All emails must have subject line ‘Supply, Application and Maintenance of Vinyl Film Wrapping for coaches of selected trains’)

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

### 8. No tender fees is being charged

### 9. Performance Bank Guarantee is INR 5,00,000/- (Rupees Five Lacs Only)

### 10. Method of Selection

- Bidders will have to submit Technical and Financial Proposals. Financial proposals of only those bidders will be opened who have technically qualified.
- Bidder shall quote per square foot (sq.ft.) price for the vinyl wrapping which shall be inclusive of application/installation of wrapping on selected trains, its

maintenance and all other such as costs, expenses, risks, taxes, overheads, profits etc. NHA will not reimburse any other charges apart from price quoted by the bidder.

- c) The bidder quoting lowest rate (L1) shall be given Letter of Award to carry out the work.

## 2.3 Part III – Eligibility Criteria

### Nature of Bidding Entity

Only single entity bidders will be allowed to bid, no consortium is allowed. Bidders shall not be blacklisted by any state government, central government departments, PSUs or any other government entity.

A Bidder in the 3 (three) years immediately prior to the Bid Due Date, shall not have:

- (a) failed to perform any contract with a Central/State government-owned or government-controlled entity; or
- (b) been expelled from any Government Contract by any Central/State government-owned or government-controlled entity; or
- (c) had any Government Contract terminated by any Central/State government-owned or government-controlled entity for breach by such Bidder
- (d) been blacklisted by any Central/State government-owned or government-controlled entity.

### 2.3.1 Qualification Criteria

To be considered as technically qualified, a Bidder shall demonstrate that it satisfies the following qualification criteria. Bids of the Bidders not meeting following criteria will be will be summarily rejected

Eligibility Criteria	Documents required
i Total Contract amount received during the last three years and in the current financial year up to the date of tender opening should be a minimum of 150% of the advertised tender value of work.	<ul style="list-style-type: none"> <li>• Relevant work orders</li> </ul>
ii Tenderer should have completed at least one work of similar nature for a minimum value of 35% of the advertised tender value of work in the last 3(three)	<ul style="list-style-type: none"> <li>• Relevant work orders</li> </ul>

financial year and current financial year up to date of opening of tender.	
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Where work of similar nature means

“Supply or supply or application of vinyl film on coaches in zonal railways or Indian Railways Pus, or Metro Coaches or BEML coaches

Bidder shall also furnish following documents as part of Technical Bid

SNo.	Documents
1.	Certificate of Incorporation/Registration
2.	Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e., 2014-2015, 2015-2016 & 2016-17.
3.	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e., 2014-2015, 2015-16 & 2016-17.
4.	Certificate from the whole-time Company Secretary or Statutory Auditors stating that The bidder should not be blacklisted or debarred or banned from participating or carrying out business with the NHA or the entire Central Government at the time of the submission of the bid
5.	Valid GST Certificate

## 2.4 Part IV - Selection Process

### 2.4.1 Evaluation of Proposals

The evaluation of the Qualification Bids will be conducted as following

- 1. Responsiveness of Bids:** Qualification bids will be scrutinized by a RFP Committee of NHA to determine whether the documents have been properly signed by authorized representative of the bidder, all relevant support documents submitted, and the proposal are in order. Proposals shall be un-priced and shall establish that bidder satisfies the Qualification Criteria. All the required documents listed under 2.3.1 shall be submitted as part of technical proposal which will be verified by the committee. If any Qualification Bid is found

- a. Not to be complete in all respects (i.e., either that the Qualification Bid does not contain all the documents that is required or any such document does not contain the information required); or
  - b. Not duly signed by the authorized signatory of the Bidder (i.e., either that the Qualification Bid or any document is not signed or if the authorized signatory is not duly authorized to sign the Bid on behalf of the Bidder); or
  - c. Not to be in the prescribed formats;
- Then Qualification Bid will be deemed to be non-responsive and will be rejected.

## 2. Technical Evaluation:

Committee will further evaluate only those Qualification Bids that are found to be responsive, to determine whether such bidders satisfy Qualification Criteria. In order to determine whether a Bidder has submitted a responsive Qualification Bid satisfying Qualification Criteria, NHA will only rely on submitted documents. Any attempt by the Bidder to submit additional documents which were not originally part of Qualification Bid will not be entertained.

The Authority will have the discretion to construe the information provided in the Qualification Bid provided by the Bidder in such manner as it deems fit

### 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 for each State.
2. After checking responsiveness of the Financial Bids for each qualified Bidder. NHA will tabulate all the prices quoted by Qualified Bidder that has submitted substantially responsive Financial Bid. Bidder quoting Lowest rate (L1) will determined as 'Selected Bidder' and will be provided Letter of Award.

### 2.4.3 Allocation of Work

1. NHA shall (based on the requirement) allocate state-wise work to the selected service providers.

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

### **2.5.1 Submission Process**

1. The bid shall be submitted manually in two envelopes i.e. Single stage TwoBid system (Technical Bid and financial Bid), and bidder must follow the procedure as detailed in the Part-I (General) of Section II. The bids are to be submitted in the drop box kept at 9<sup>th</sup> floor for bid submissions.
2. The bid shall be submitted manually, the signed copy of all the required documents in 2 sealed envelopes –
  - a. Envelope 1 - Technical Bid Submission – Bidders proposal against the technical evaluation criteria (All the supporting documents as required in section 2.3.1)
  - b. Envelope –2- Financial/Commercial bid submission-
    - i. Part I - Financial Bid Submission (Covering letter for financial bid as per Annexure-I of Section V + all the required supporting)
    - ii. Part II - Schedule of price bid
3. 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.
4. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.
5. Original Instruments for EMD (as per Bank Guarantee Format in Appendix C) must be submitted on or before the last date and time of submission of Bids to the address, date and time as mentioned in the Data Sheet (Part II of Section-II of RFP).

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

1. Bidder shall quote cost of one (1) square foot (sq.ft.) for the vinyl wrapping which shall be inclusive of application/installation of wrapping on selected trains, its maintenance and all other such as costs, expenses, risks, , overheads, profits etc. only excluding taxes. NHA will not reimburse any other charges apart from price quoted by the bidder (refer column D of annexure II)
2. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
3. 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

SNo.	Category	Detailed description	Compliance (Yes/No)
1.	Cover Letter (on letterhead of the Bidder)	-----	
2.	Technical Evaluation Criteria	Signed copies of supporting documents as required in section 2.3.2,	
3.	Commercial Bid	Commercial bid filled out in the formats as specified in Annexures II (schedule of price bid) & Annexure I of Section-V.	
4.	Include other annexure items		

## 3 Section III – Scope of Work

### 3.1 Description of Services

#### 3.1.1 General

- a. After selection of Service Provider through this tendering process, the selected Service Provider will be required to deliver the services as per the requirements detailed in this section. Vinyl wrapping shall be applied to following trains, details of the same are as follows

SN	Number	Name of the Train	Source	Destination	Total Coaches
1	54252	Saharanpur-Lucknow Passenger	Saharanpur	Lucknow	10
2	54333	Varanasi-Lucknow Passenger	Varanasi	Lucknow	10
3	14645	Shalimar Express	Old Delhi	Jammu Tawi	24
4	16317	Himsagar Express	Kanniyakumari	Jammu Tawi	19

- b. The Authority will only provide creative design which will be printed on Non-PVC Vinyl wrapping by the Selected Bidder and applied on the coaches of the selected trains.
- c. Specifications of the said Vinyl wrapping will be as per RDSO Specification RDSO/2006/CG-13 Rev.1 Option-A
- d. Selected bidder shall apply vinyl wrapping to the coaches of selected trains within **15 (fifteen) days** of receiving of LoA. Selected Bidder must provide warranty of **at least six (6) months** of vinyl wrapping and will also be responsible for the maintenance of the same for this period.
- e. Vinyl wrapping shall be applied to the coaches of the selected trains in coordination with the Ministry of Railways and their authorized representative

- f. Vinyl wrappings to be applied on exterior of coaches and shall be below window level on AC/NAC LHB and ICF coaches as per railway board letter no. 98/M(C)/137/8/Vol. (I) dated 13.09.2018 so that information on the coach is not covered
- g. Approximate area of vinyl wrapping with above scheme on both sides of ICF and LHB coaches are approximately 431.17 and 399 Sq. Ft. respectively. Details of the trains are as follows
- h. Application of vinyl film shall not cause any damage to the coach. If any damage has been done to the coach, performance guarantee of the selected bidder of equivalent repair amount shall be forfeited.
- i. These trains are based in different zonal railways. Ministry of Railways (MoR) will do the needful to direct officials for each train in their respective zonal railways. Authority, with help from Ministry of railways will provide details of official for each train. Selected Bidder shall coordinate with each official for the application of Vinyl films and keep NHA informed regarding the same.
- j. These trains can be standing on loop lines, yard lines, washing lines, sick lines etc. at various stations and selected bidder must be geared up to execute the work at any such locations one-way side stations rake may be stabled adjacent to running line and therefore Selected Bidder must take adequate precautions of his own persons and materials. Authority or the Railways will not be responsible or liable for accidents or damage to Service Provider's persons or materials.
- k. Selected Provider shall apply vinyl film in such a way that complete scheme is covered on a coach without overlapping.
- l. Prior to application to all the trains, Service provider shall conduct prototype application and get it approved from the Authority.
- m. All resources for application of vinyl wrapping such as skilled manpower, tools and other required materials shall be made available by the contractor in adequate quantity at the stations where rakes offered for the said work
- n. Selected Bidder must print vinyl print only after assessment of actual length and width of the coach area below window level where vinyl shall have to be applied.
- o. Vinyl wrapping of rakes shall be conducted during primary maintenance at locations of primary maintenance depots. The time for primary maintenance is typically six (6) hours during which vinyl wrapping shall be carried out.
- p. MoR will offer space as available to the Service provider for vinyl wrapping. However, Selected Bidder is responsible for safety and security of its materials. No claims regarding compensation due to theft or loss of materials shall be entertained.
- q. Service Provider shall ensure that there is no damage to Railway coaches or any other Railway assets.
- r. If Railway conducts any maintenance activity of the coach and vinyl wrapping is damaged due to the same, Serviced Provider will repair or replace the said vinyl wrapping



free of cost to the Authority. However, Service Provider shall only conduct 10 replacements (10 entire coach vinyl film replacements) during the contract period.

- s. After end of tenure of the contract, service provider shall safely remove vinyl wrapping without any damage to railway coaches. The same shall be safely disposed as per applicable guidelines and procedures and Service Provider shall not re use the same vinyl wrapping to display at any other place or locations or for any other purpose under any circumstances.
- t. Following penalty structure shall be applicable

SN	Penalty Parameter	Penalty
1	Delay in completion of application of Vinyl wraps on selected trains within 30 days of receiving of LoA	
	Delay of 2-5 days	Rs. 10,000 per day
	Delay of 6-12 days	Rs. 20,000 per day
	Delay of 13-20 days	Rs. 30, 000 per day
	Delay beyond 20 days	termination of contract including forfeiture of performance security
2	Delay in replacement of vinyl wrapping in case of damage	
	Delay of 2-5 days	Rs. 5,000 per day
	Delay 6-20 days	Rs. 10,000 per day
	Delay Beyond 20 days	Rs.15, 000 per days
3	Damage to the railway property or assets including railways coaches	5 times amount of repair as claimed by MoR

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

### **a. Part I – General Conditions**

#### **i. General Conditions**

##### **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.
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. “NHA” means National Health Agency.
16. “PSP” means the Print Service Provider
17. “In writing” means communication in written form with proof of receipt.
18. “MoR” Ministry of Railways, ‘IR’ Indian Railways

## **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.

## **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. 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.

## **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.

## **6. Location**

These trains are based in different zonal railways. MoR will do the needful to direct officials for each train in their respective zonal railways. Authority, with help from MoR will provide details of official for the purpose of coordination and liaising for each train including detailed address and location.

## **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.

## 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.

## 9. Fraud & Corruption

The Bidders and their respective officers, employees, contractors, agents and advisers shall observe the highest standard of ethics during the Selection process and subsequently if nominated as the Selected Bidder, after the issue of the LOA and during the subsistence of the PPP Contract.

Should any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice, obstructive practice, undesirable trade practises of any kind come to the knowledge of the NHA it will in the first place allow the Bidder to provide an explanation along with proof. NHA shall take action if it is not satisfied with the explanation is not received. In this case, Contract with service provider will be terminated, and its performance guarantee will be forfeited.

### 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

#### **10. 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.

#### **11. 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.

#### **12. 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.

## **ii. Commencement, Completion, Modification & Termination of Contract**

### **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.

### **2. Termination of Contract**

#### **a. 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.

#### **b. Termination of Contract subject to necessary approvals**

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

### **3. Commencement of Services**

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

### **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 by a period of one year plus one year (up to Two years on 'year on year' basis or a part thereof) subject to satisfactory performance by the Bidder.

### **5. Entire Agreement**

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

### **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.

### **7. Force Majeure**

#### **a. 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.

**b. 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.

**c. 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 pro-rata 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.

## **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 thirty (30) days after receipt by the Service Provider of such notice of suspension.

## **9. Termination**

### **a. Termination**

- a. The Purchaser may, without prejudice to any other remedy for breach of Contract, by 30 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 (t) of this Clause Scope of Work3.1.1.
  - i. If the service providers fail 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 providers fail to perform any other obligation(s) under the contract."
- b. If the Service Provider becomes insolvent or goes into liquidation or bankruptcy or receivership whether compulsory or voluntary.
- c. 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.
- d. 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 sixty (60) days.
- e. 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.
- f. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- g. 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 NHA may decide to give one chance to the Service Provider to improve the quality of the services.
- h. If the Service Provider has been blacklisted by the NHA or any other government agency or disqualified for any reason.
- i. If the Service Provider fails to fulfill its obligations



- j. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.
- k. In the event of Service Provider found:
  - i. Sub-contracting of work/services not allowed under the RFP
  - ii. Provided incorrect information to NHA.
  - iii. Non co-operative during audits conducted by NHA/ NHA Regional Office or auditing agencies appointed for the purpose.
- l. “If the service provider discloses any confidential information during its engagement with NHA, NHA may terminate this Contract, forthwith.”
- m. In the event the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to Clause 4.1.2.9.1 of GC, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

#### **b. 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.

#### **c. 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.

#### **d. 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 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. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 4.1.9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.

#### **e. 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.

#### **10. Extension of Contract**

The contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or part thereof), subject to satisfactory performance by the Bidder and acceptance of both the parties.

#### **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.

### **iii. Obligations of the service provider**

#### **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.

#### **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.

### **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 NHA, other than required for discharge of services.
- c. The Service Provider shall not give access to the information or data collected and received from NHA in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by NHA.
- d. The service provider (PSPs) shall also provision for periodic (half yearly) third party audits from Cert-In (computer emergency response team – India) empaneled auditors at no extra cost to NHA.

### **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/Guidelines/Regulations, etc. Including the amendments thereof particularly with respect to data confidentiality and privacy. The Bidder shall furnish a Non-Disclosure Agreements, as per format provided in Appendix ‘D’ of Section V as part of its proposal.”

### **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.

### **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

## **7. Sub- contracting**

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

## **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 dispatch of PM-JAY Beneficiary Information Letter with Family Card, on the SFTP download/upload client provided by NHA.

## **9. Rights of Use**

All rights of use of any process, product, service, or data developed, generated, or collected, received from NHA or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the 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.

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

- a. 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.
- b. 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.

- c. The Service Provider shall follow the Security Guidelines issued by Government of India.
- d. Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the Service Provider.
- e. Certificate of 'Data deletion' to be provided by the Service Provider, at the time of raising periodic bills.
- f. 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.
- g. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements
- h. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

#### **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.

#### **12. Intellectual Property Rights (IPR)**

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

#### **13. Assignment**

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

### **iv. Service provider's personnel**

#### **1. General**

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

#### **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.

### **v. Obligations of the purchaser**

#### **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.

## **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.

## **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. Currency of Payment**

All payments shall be made in Indian Rupees

## **5. 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. 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 NHA.
- 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.

## **vi. Good faith**

### **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.

### **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.

## **vii. Settlement of disputes**

### **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 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 4.1.8.2 shall become applicable.

### **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 National Health Agency (NHA).
- b. The arbitration proceedings shall be held at New Delhi, India and language used in these proceedings shall be English.
- 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 parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as after as is possible after it has been demanded.
- f. The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.
- g. All fees for pertaining to arbitration proceedings shall be borne by the parties equally.

h. All other costs incurred by the parties shall be borne by the respective parties.

### **viii. Liquidated damages**

#### **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 10% of the total estimated value of the contract. If the LDs cross this cap, Purchaser shall have the right to terminate the contract for breach and consequences for termination due to breach of contract shall apply.

#### **2. Limitation**

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

### **ix. Adherence to rules & regulations**

#### **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.

## **x. Limitation of liability**

### **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.

## **xi. Miscellaneous provisions**

### **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 NHA without a written consent from the Purchaser.

### a. 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: General Manager (Administration)</p> <p>National Health Agency</p> <p>9<sup>th</sup> Floor, Tower-I, Jeevan Bharti Building</p> <p>Connaught Circus,</p> <p>New Delhi – 110 001</p> <p>E-mail: _____</p> <p>_____</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: General Manager (Administration)</p> <p>National Health Agency</p> <p>9<sup>th</sup> Floor, Tower-I, Jeevan Bharti Building</p> <p>Connaught Circus,</p> <p>New Delhi – 110 001</p>

	For the Service Provider:
4.1.2.1	The effective date of the Contract: Date of Signing of the contract by both parties which is 7 days from Notification of award
4.1.2.3	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>
4.1.2.4	The tenure of the contract shall be for a period of <b>06 months+15 days (15 days for application + 6 months of maintenance) w.e.f the effective Date of the contract</b>
4.1.3.5	The risks and the coverage shall be as follows: <ul style="list-style-type: none"> <li>a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</li> <li>b. Third Party liability insurance, with a minimum coverage of the value of the contract</li> <li>c. Professional liability insurance, with a minimum coverage of the value of the contract</li> <li>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</li> <li>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.</li> </ul>
4.1.6.2	The amount is in Indian Rupees (INR)
4.1.6.3	<b>General terms and conditions of Payment Schedule</b> <ul 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> </ul>

	<p>3. Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</p> <p>4. Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice</p> <p>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 with hold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>6. All payments under this Contract shall be made to the account of the PSP with (Bank &amp; A/c No.):</p> <p>7. Payment schedule</p> <table border="1" data-bbox="517 904 1388 1115"> <thead> <tr> <th>Event</th> <th>Payment (% of total cost)</th> </tr> </thead> <tbody> <tr> <td>Signing of contract</td> <td>10%</td> </tr> <tr> <td>Completion of application of vinyl wrapping (15 days)</td> <td>30%</td> </tr> <tr> <td>Per month for the period of 6 months</td> <td>10% each month for the period of 6 months</td> </tr> </tbody> </table>	Event	Payment (% of total cost)	Signing of contract	10%	Completion of application of vinyl wrapping (15 days)	30%	Per month for the period of 6 months	10% each month for the period of 6 months
Event	Payment (% of total cost)								
Signing of contract	10%								
Completion of application of vinyl wrapping (15 days)	30%								
Per month for the period of 6 months	10% each month for the period of 6 months								
4.1.8.2	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.								

## 5. Section V - Annexures and Appendices

### a. Annexures

#### i. 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 NHA, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to NHA 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 NHA is not bound to accept any bid received in response to this RFP.
9. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
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 NHA.
11. The financial bid includes the cost for the vinyl wrapping which shall be inclusive of application/installation of wrapping on selected trains, its maintenance and all other such as costs, expenses, risks, taxes, overheads, profits etc. as defined by 'Scope of Work' and 'SLAs' defined in this RFP. We understand that NHA will not

reimburse any other charges apart from price quoted by us.

12. .

13. We already have the technical and financial capability in India Supply, Application and Maintenance of Vinyl Film Wrapping for Selected Train Coaches in the manner detailed in the 'Scope of Work',

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:

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

**ii. Annexure II - Financial Bid Form**

**Financial Bid Form for 'supply, application and maintenance of vinyl film wrapping to train coaches as per given guidelines'**

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

1. Financial Bid format for providing the total per unit cost of the PM-JAY Beneficiary Information Letter with Family Card (exclusive of all statutory taxes and duties etc.) for the services required by the NHA 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	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 (square feet) <b>(Given number is indicative only)</b>	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)
1	Cost of per square feet (supply, apply and maintain) of vinyl film wrapping				(21,153)		

Signature of Authorized Signatory :

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

: \_\_\_\_\_

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

\_\_\_\_\_

Note:

1. Note: total area of application for vinyl film wrapping is subject to change as per type of coach



**iii. Annexure III - Standard Contract Form**

**Contract for Supply, Application and Maintenance of Vinyl Film Wrapping for Selected Train Coaches**

**THIS SUPPLY, APPLICATION AND MAINTENANCE OF VINYL FILM WRAPPING FOR SELECTED TRAIN COACHES AGREEMENT** is made at New Delhi on **this** \_\_\_\_\_ day of \_\_\_\_\_ **2018:**

**BETWEEN**

National Health Agency (NHA) a statutory body of Government of India, having its office at 7<sup>th</sup> and 9<sup>th</sup> floor, Tower-1, Jeevan Bharti Building, Near Connaught place, New Delhi – 110001 (hereinafter called “**the Purchaser/ NHA**”) which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its General Manager (Administration) 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., **Supply, Application and Maintenance of Vinyl Film Wrapping for Selected Train Coaches** 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 ‘**Supply, Application and Maintenance of Vinyl Film Wrapping for Selected Train Coaches Card**’ as per the rates given below:

Item	Rate in INR (in figures)	Rate in INR (in words)
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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 Beneficiary Information Letter with Family Card  
Appendix B: Form of Performance Bank Guarantee Bond  
Appendix C: Form of Bank Guarantee for EMD  
Appendix D: 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 **Supply, Application and Maintenance of Vinyl Film Wrapping for Selected Train Coaches** as per the RFP is \_\_\_\_\_ (in words) i.e. \_\_\_% of the total quantity as mentioned in the RFP.

6. The total value of the volume of **Vinyl Film Wrapping for Selected Train Coaches** 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 years' 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)

General Manager (Administration)

National Health Agency (NHA),  
Government of India (GoI)

*[Authorized Representative]*

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

M/s

*[Name & position]*

*Authorized Representative]*

**iv. Annexure IV - Indicative copy of ‘supply, application and maintenance of vinyl film wrapping to train coaches as per given guidelines’**

**3.1.2 Annexure V – Declaration by Bidder for not being black-listed**

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

To,  
General Manager,  
National Health Agency,  
New Delhi – 110011

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

### 3.1.3 Annexure VI: Integrity Pact

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

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the -----  
month of

20---- between National Health Agency, acting through Shri -----  
-----

(Name and Designation of the officer) (hereinafter referred to as the "NHA" which expression shall  
mean

and include, unless the context otherwise requires, his successors in office and assigns) of the First Part  
and M/s. -----(Name of the company) represented by Shri ----  
-----

-----, Chief Executive Officer / Authorised signatory (Name and Designation of the officer  
) (

hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context  
otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS THE NHA invites bid for the -----  
-----

-----  
-----

------(Name of the Stores / Equipment / Service, Tender No. & Date) and the  
Bidder /

Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking /  
Partnership

Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in  
the

matter and the NHA. NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any  
influence /

prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into  
with

a view to:-

Enabling the NHA to obtain the desired said stores / equipment/ services/ works at a competitive price  
in

conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract

by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHA will commit to prevent corruption, in any form, by its officials by following transparent

procedures. In order to achieve these goals, NHA will appoint an external independent monitor who will

monitor the tender process and execution of the contract for compliance with the principles mentioned above.

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

#### 1. COMMITMENTS OF NHA

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

1.2 The NHA undertakes that no employee of the NHA, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, 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 NHA will during tender process treat all bidders with equity and reason. The NHA before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the NHA with full and verifiable facts and the same is prima-facie found to be correct by the NHA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NHA and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NHA the proceedings under the contract would not be stalled.

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

2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHA, connected directly or indirectly with the bidding process or to any NHA person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHA or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NHA for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with NHA.

2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, 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 NHA as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents /representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.

2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NHA or any agency/ organization/consultant working with NHA.

2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with NHA

2.9 The Bidder will promptly inform the Independent External Monitor (of NHA) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of

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 NHA or his relatives.

2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

### 3. PREVIOUS TRANSGRESSION

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

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

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

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

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

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

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

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

4.6 If any outstanding payment is due to the Bidder from NHA in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.7 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by NHA along with interest.

4.8 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the NHA resulting from such cancellation / rescission and the NHA shall be entitled to deduct the amount so payable from the money due to the Bidder.

4.9 Forfeiture of Performance Bond in case of a decision by the NHA to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.10 The decision of NHA to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

4.11 The Bidder accepts and undertakes to respect and uphold the absolute right of NHA to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.



4.12 To debar the Bidders/ Contractors from participating in future bidding process of NHA for a minimum period of one year for similar scope of services.

4.13 Any other action as decided by NHA based on the recommendation by Independent External Monitors (IEMs).

## 5. INDEPENDENT EXTERNAL MONITOR/ MONITORS

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

5.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the NHA.

5.3 Both the parties accept that the IEM has the right to access without restriction, to all documentation relating to the project / procurement, including minutes of meetings, provided the Bidder shall not be bound to provide any information pertaining to its project preparation and project learnings, i.e. internal costing for the project, budget estimates, work papers, know-hows, methodologies.

5.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub -contractors.

5.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder, with confidentiality.

5.6 The NHA will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

5.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform NHA. The IEM can in this regard submit non-binding recommendations. If NHA has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the NHA.

5.8 The IEM will submit a written report to the NHA within 8 to 10 weeks from the date of service of intimation NHA. Should the occasion arise, Bidder to submit proposals for correcting problematic situations.

5.9 The word "IEM" would include both singular and plural.

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

## 6. VALIDITY OF THE PACT

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

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



7. FACILITATION OF INVESTIGATION

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

8. MISCELLANEOUS

8.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the NHA i.e. National Health Agency, 7<sup>th</sup> and 9<sup>th</sup> floor, Tower-1, Jeevan Bharti Building, New Delhi and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

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

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

NHA

BIDDER

Signature -----

Name of officer -----

Designation -----

Name of Company-----

Address -----

-----

Dated -----

WITNESS-1(NHA)

Witness-1(BIDDER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

-----

Dated -----





**v. 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

National Health Agency

Government of India

New Delhi-110001

Dear Sirs,

1. In consideration of the National Health Agency, Government of India, (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 notwithstanding 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 upto .....; 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 authorised officer, has set its hand and stamp on this.....day of.....2018 at.....

**WITNESS**

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

**vi. Appendix C - Form of Bank Guarantee for EMD**

**(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

National Health Agency  
Government of India,  
New Delhi-110001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto .....on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by National Health Agency, of India, the amount of ..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - (2) This Bank Guarantee will be valid upto .....; 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 authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

**WITNESS**

.....  
(Signature) (Signature)



.....  
(Name)(Name)

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



## vii. Appendix D - 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:

**National Health Agency** or NHA, through its Chief Executive Officer, having its office at 7<sup>th</sup> and 9<sup>th</sup> floor, tower-1, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001, (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 **Supply, Application and Maintenance of Vinyl Film Wrapping for Selected Train Coaches** ]” (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:

\*\*\*\*\*