

## HMIS/UPHMIS/MCTS DATA ENTRY SERVICES PROVISIONING CONTRACT AGREEMENT

This Data Entry Services Provisioning Agreement (hereinafter referred to as “**Agreement**”) is made and entered into on the [●]<sup>1</sup> day of [month], [year] by and between:

<.....Name of Authority.....>, established under the [●], represented by its [●] and having its principal offices at [●] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **First Part**;

AND

[●], a [●] incorporated under the provisions of the [●]<sup>2</sup> and having its registered office at [●], (hereinafter referred to as the “**Service Provider**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Second Part**.

### WHEREAS

- A. The Authority had invited proposals vide Request for Proposal Document bearing No. [●] dated [●] (the “**Bid Notice**”) from Service Providers for appointment of Data Entry Operators (DEOs) and provisioning of IT equipment for Data Entry along with consumables and printing supplies at the Data Entry Offices/Facilities within the 8 (Eight) identified clusters in the State of Uttar Pradesh, as specified in **Schedule A** of this Agreement;
- B. After evaluation of the Bid(s) received, the Authority had accepted the Financial Bid / Quote of the Service Provider for Cluster(s) indicated in the table below, and issued a Letter of Intent/Acceptance bearing No. [●] dated [●] (hereinafter called the “**LOA**”) to the Service Provider requiring, inter alia, the execution of this Agreement;

#### Financial Bid/Quote

| Cluster   | Divisions                       | Financial Bid/Quote of Service Provider (in Rs. and in Words) |
|-----------|---------------------------------|---|
| Cluster 1 | Bareilly, Moradabad             |   |
| Cluster 2 | Aligarh, Meerut, Saharanpur     |   |
| Cluster 3 | Agra, Jhansi, Kanpur            |   |
| Cluster 4 | Allahabad, Chitrakoot, Mirzapur |   |
| Cluster 5 | Basti, Gorakhpur                |   |
| Cluster 6 | Lucknow                         |   |
| Cluster 7 | Faizabad, Gonda                 |   |
| Cluster 8 | Azamgarh, Varanasi              |   |

- C. The Service Provider has agreed to undertake and perform its obligations with respect to the Project, subject to and on the terms and conditions set forth hereinafter.
- D. The Service Provider has agreed to meet the requirements and terms and conditions of the Scope of the Project (Article 2) for the following Cluster(s) that it has bid for and has been

<sup>1</sup> All project-specific provisions in this document have been enclosed in square parenthesis and may be modified suitably, as necessary

<sup>2</sup> Reference may be made alternatively to the type of company/society/trust which is setting up the Project

successfully selected by the Authority as per the laid down bidding process in the RFP document.

| Cluster                                     | Indicate with YES / NO for the Cluster for which Bid is being placed |
|---|--|
| Cluster 1: BAREILLY & MORADABAD             |  |
| Cluster 2: ALIGARH, MEERUT & SAHARANPUR     |  |
| Cluster 3: AGRA, JHANSI & KANPUR            |  |
| Cluster 4: ALLAHABAD, CHITRAKOOT & MIRZAPUR |  |
| Cluster 5: BASTI & GORAKHPUR                |  |
| Cluster 6: LUCKNOW                          |  |
| Cluster 7: FAIZABAD & GONDA                 |  |
| Cluster 8: AZAMGARH & VARANASI              |  |

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



**Director General - Medical & Health,  
Uttar Pradesh (DGMH)**



**Request for Proposal Document**  
**PART II – Draft Contract Agreement**

**APPOINTMENT OF SERVICE PROVIDER FOR HMIS/UPHMIS/MCTS  
DATA ENTRY SERVICES IN UTTAR PRADESH**

**Mission Director, NHM-UP**  
Vishal Complex, 19-A. Vidhan Sabha Marg  
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**[●], 2017**

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## ARTICLE 1: DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Affected Party” shall have the meaning set forth in Article 1616;

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by Government of India or the State Government of Uttar Pradesh including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all ‘contractually required and need based’ clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the “Facilities” identified for supportive supervision and data entry services in office spaces provided at specified locations, during the subsistence of this Agreement;

“Appointed Date” means the date on which the Conditions Precedent of both the Parties have been met and shall be deemed to be the date of commencement of the Term with respect to the concerned Office/Facility;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Associate” or “Affiliate” means, in relation to either Party, a person who is under significant influence of such Party (as used in this definition, the expression “significant influence” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the total share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Authority” means the Contracting and Implementing Authority, which may be the Director General Medical and Health Services (DGMH), Department of Medical Health & Family Welfare, Government of Uttar Pradesh or any other Nodal Authority/Person nominated by the State Government.

“Authority Default” shall have the meaning set forth in Clause 18.3;

“Authority Representative” means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

“Bank” means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders (if any), but does not include a bank in which any Senior Lender has an interest;

“Bank Rate” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of Section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

“Bid” means the documents in their entirety comprised in the bid submitted by the Service Provider in response to the request for proposal (RFP) and the provisions thereof;

“BPM” means Block Program Manager

“Bid Security”/“EMD” means the security provided by the Service Provider to the Authority along with the Bid in a sum as specified for each cluster in the bid documents and which is to remain in force until substituted by the Performance Security. If a bidder opts to bid for more than one cluster, the bidder will need to furnish as Earnest Money Deposit (EMD) an amount equal to the arithmetic sum of EMD for each cluster that the bidder intends to bid for;

“CHC” means Community Health Centre

“CMO” means Chief Medical Officer

“CMS” means Chief Medical Superintendent

“Commencement Date” shall mean the date of commencement of data entry operations by the Service Provider which is the date of appointment of DEOs and the corresponding provisioning of IT equipment viz. desktop or laptop computers and related peripherals, printers and data cards along with consumables and supplies at the concerned Office/Facility within the Cluster(s), to the satisfaction of the Authority;

“Company” means the Company acting as the Service Provider under this Agreement;

“Conditions Precedent” shall have the meaning set forth in Clause 4.1;

“Contingency” means a condition or situation that is likely to endanger the individuals within the territorial jurisdiction of the State of Uttar Pradesh;

“Contractor” means the person or persons, as the case may be, with whom the Service Provider has entered into any contract or any other agreement or contract for provision of the Services or matters incidental thereto, for and on behalf of the Service Provider. The Service Provider shall and will remain solely responsible to the Authority for the overall obligations and liabilities of the Contractor engaged under this Agreement

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Service Provider requires any reasonable action by the Service Provider that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

“Damages” shall have the meaning set forth in Sub-Clause (u) of Clause 1.2.1;

“Defect(s)” means any defect or deficiency, whether latent or patent in the service provisioned by the Service Provider or in the Equipment/device deployed for the provision of services for data entry or any failure of the Service/Equipment to comply in all respects with the Agreement including Specifications and Standards, Applicable Laws, Applicable Permits, Performance Parameters and Good Industry Practice

“DEO” means Data Entry Operator

“Dispute” shall have the meaning set forth in Clause 24.1.1;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 24;

“Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“DPM” means District Programme Manager

“Equipment” means the laptop or desktop computer (comprising of Monitor, CPU, Keyboard and Mouse), laser jet printer and data card for internet connectivity, which are to be procured, installed, operated and maintained by the Service Provider in accordance with the terms of this Agreement

“Encumbrances” means, in relation to the Equipment, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Equipment, where applicable herein;

“Facilities” refers to the health facilities like Sub-centres (SCs), Community Health Centres (CHCs), Primary Health Centres (PHCs), District Hospitals (DHs) / Medical Colleges, Divisional Hospitals, Urban Primary Health Centres (UPHCs) and Private Hospitals from where the data gathered is entered into the portal.

“Financing Agreements” means the agreements executed by the Service Provider, if any,

with respect to financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the costs to be incurred on the Project;

“Force Majeure” or “Force Majeure Event” shall have the meaning ascribed to it in Article 16;

“GOI” means the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Service Provider engaged in the same type of services as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Service Provider in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“GoUP” means the Government of Uttar Pradesh;

“Government Instrumentality” means any department, division or sub-division of the Government or the Government of India and includes any commission, board, Government, agency or municipal and other local Government or statutory body including Panchayat under the control of the Government or the Government of India, as the case may be, and having jurisdiction over all or any part of the Equipment or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement;

“HMIS” means Health Management Information System

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 22;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 22;

“Indirect Political Event” shall have the meaning set forth in Clause 16.2;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 14, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;

“Inspection Report” shall have the meaning set forth in Clause 11.1 and Clause 11.2;

“LOA” or “Letter of Acceptance” means the letter of acceptance

“Lenders’ Representative” means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

“Maintenance Requirements” shall have the meaning set forth in Article 10;



“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“MCTS” means Mother and Child Tracking. The MCTS portal shall be replaced by RCH (Reproductive Child Health) Portal. The terms “MCTS” and “RCH” shall be used interchangeably

“MOI/C” means Medical Officer In-charge

“Non-Political Event” shall have the meaning set forth in Clause 16.1;

“Maintenance” means the maintenance of the Equipment and includes all matters connected with or incidental to the provision of services and facilities in accordance with the provisions of this Agreement;

“Monthly Fee/Payment” or “Fee” shall have the meaning set forth in Clause 12.1;

“NTP” means the ‘Notice to Proceed’ issued by the Authority to the Service Provider under Clause 4.1.3;

“NUHM” means National Urban Health Mission

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Performance Security” shall have the meaning set forth in Article 9;

“Performance Parameters” shall mean the parameters set forth in Schedule C;

“PHC” means Primary Health Centre

“Political Event” shall have the meaning set forth in Clause 16.3;

“Project” means the deployment of DEOs, provisioning of IT equipment for data entry along with consumables and supplies and data entry services at the Offices/Facilities in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“Project Assets” means (a) contractually required and need based rights of access to the Office space provided to the DEOs at each Office/Facility within a Cluster; (b) IT equipment for data entry along with consumables and supplies, other tangible assets such as fittings, communication systems; (c) assets such as software and licence(s), and Intellectual Properties; (d) financial assets, such as receivables, security deposits etc.; (e) insurance proceeds; and (f) Applicable Permits and authorisations relating to or in respect of the Equipment;

“Premises/Locations” mean the Facilities that would set up as per locations defined and detailed in Schedule A;

“Printing supplies” mean paper for printing and printer cartridge etc.

“Re.”, “Rs.” or “Rupees” or “Indian Rupees” means the lawful currency of the Republic of India;

“SC” means Sub Centre

“Scope of the Project” shall have the meaning set forth in Article 2;

“Senior Lenders” means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Service Provider under any of the Financing Agreements for meeting all or any part of the costs to be incurred on the Project and who hold pari passu charge on the assets, rights, title and interests of the Service Provider;

“Services” means the Services to be provided by the Service Provider in accordance with the terms and conditions of the Agreement;

“Service Provider” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Service Provider Default” shall have the meaning set forth in Clause 18;

“State” means the State of Uttar Pradesh and “State Government” means the government of that State;

“Suspension” shall have the meaning set forth in Clause 17.1;

“Taxes” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Equipment charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Term” means the period as specified under Article 3 (or less in case of early termination by a Termination Notice in accordance with this Agreement) commencing from the Appointed Date;

“Termination” means the expiry or earlier termination of this Agreement hereunder;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“UPHC” means Urban Primary Health Centre

“UPHMIS” means Uttar Pradesh Health Management Information System

“VCM” means Validity Committee Meetings

## 1.2 Interpretation

### 1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Lucknow, Uttar Pradesh are generally open for business;
- (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (j) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Agreement;
- (k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) references to any gender shall include the other and the neutral gender;

- (n) “lakh” means a hundred thousand (1,00,000) and “crore” means ten million (10,000,000);
- (o) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (p) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganisation” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (q) any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-Clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (r) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- (s) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (t) references to Recitals, Articles, Clauses, Sub-Clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-Clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- (u) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).

1.2.2 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

### 1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2

(two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

#### 1.4 Priority of agreements and errors/discrepancies

1.4.1 This agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this agreement, the priority of this agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement; and
- (b) all other agreements and documents forming part hereof;  
i.e. the agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any value written in numerals and that in words, the latter shall prevail.

## ARTICLE 2: SCOPE OF THE PROJECT

### 2.1 Project Overview

The Service Provider will provide data entry services for the Office/Facility within the cluster(s) that it has successfully bid for. The Mission Director expects the Service Provider to maintain high level of service standards and improve the quality of data entry into the HMIS, UPHMIS and MCTS/RCH portals. The MCTS portal shall be replaced by RCH portal. The terms MCTS and RCH shall be used interchangeably.

The Service Provider shall be responsible for:

- 2.1.1 Appointment of skilled Data Entry Operators (DEOs) and Supervisors for data entry services majorly focusing on the Health Management Information System (HMIS), Mother and Child Tracking (MCTS)/Reproductive Child Health (RCH) and Uttar Pradesh Health Management Information System (UPHMIS) portals, for the state of UP. The MCTS portal shall be replaced by RCH portal. The terms MCTS and RCH shall be used interchangeably.
- 2.1.2 Provision of brand new purchased (not rental or refurbished) IT Equipment along with Consumables and Supplies, for Data Entry Services, comprising of a laptop or desktop computer (with monitor, CPU, keyboard and mouse), laser jet printer, data card for internet connectivity and printing supplies like cartridge, printing paper etc., at all data entry offices/facilities in the cluster(s) for which the Service Provider has successfully bid.
- 2.1.3 Provision of Supportive Supervision by DEOs, for data entry through data validation and verification, by conducting a minimum of three visits to three different identified Facilities in a month, within their Cluster, for assessing discrepancy in entered portal data with the Source Registers maintained at each of the Facility.

### 2.2 Scope of Work

The Service Provider shall provide required data entry services at all the Office/Facility within one or more of the below 8 (eight) Cluster(s) in Uttar Pradesh:

| Cluster   | Divisions                       |
|-----------|---------------------------------|
| Cluster 1 | Bareilly, Moradabad             |
| Cluster 2 | Aligarh, Meerut, Saharanpur     |
| Cluster 3 | Agra, Jhansi, Kanpur            |
| Cluster 4 | Allahabad, Chitrakoot, Mirzapur |
| Cluster 5 | Basti, Gorakhpur                |
| Cluster 6 | Lucknow                         |
| Cluster 7 | Faizabad, Gonda                 |
| Cluster 8 | Azamgarh, Varanasi              |

The obligations of the Service Provider under this service contract shall include following service activities and responsibilities / commitments. The details of data entry offices/facilities are given in **Schedule A**.

#### 2.2.1 Provision of skilled Data Entry Operators (DEO):

- 2.2.1.1 The Service Provider shall appoint ONE (1) DEO for each Data Entry office/facility within

the Cluster, for which it has successfully placed a bid. Number of DEOs to be appointed for each cluster is as below table. The deployment of DEOs at few locations may not happen all at once, and may have to be done in a phased manner.

In addition to the abovementioned DEOs, the Service Provider shall also appoint TWO (2) SUPERVISORS per Cluster, for which it has successfully placed a bid (Supervisor responsibilities have been defined in Clause 2.2.4).

| CLUSTER      | NUMBER OF DEOs TO BE DEPLOYED / APPOINTED |                   |                  |                           |               | TOTAL       |
|--------------|---|-------------------|------------------|---------------------------|---------------|-------------|
|              | BLOCK LEVEL                               | DISTRICT HOSPITAL | DIVISIONAL LEVEL | AT DISTRICT HQs WITH CMOs | AT NUHM UPHCs |             |
| CLUSTER 1    | 94  | 17                | 2                | 9                         | 19            | <b>141</b>  |
| CLUSTER 2    | 109                                       | 25                | 3                | 13                        | 30            | <b>180</b>  |
| CLUSTER 3    | 116                                       | 30                | 3                | 13                        | 27            | <b>189</b>  |
| CLUSTER 4    | 106                                       | 19                | 3                | 11                        | 7             | <b>146</b>  |
| CLUSTER 5    | 95  | 11                | 2                | 7                         | 6             | <b>121</b>  |
| CLUSTER 6    | 95  | 19                | 1                | 6                         | 15            | <b>136</b>  |
| CLUSTER 7    | 102                                       | 19                | 2                | 9                         | 4             | <b>136</b>  |
| CLUSTER 8    | 103                                       | 18                | 2                | 7                         | 8             | <b>138</b>  |
| <b>TOTAL</b> | <b>820</b>                                | <b>158</b>        | <b>18</b>        | <b>75</b>                 | <b>116</b>    | <b>1187</b> |

Refer **Schedule A** for additional details of the Data Entry Offices/Facilities within the Districts.

2.2.1.2 The staffing qualification and experience of the DEOs should be as per the requirement mentioned in **Schedule B**. The Service Provider shall preferably absorb the currently (already) deployed and trained DEOs (having knowledge of the HMIS/ UPHMIS/ MCTS portals/systems), post assessment of their fitment to staffing qualification and experience, knowledge and skills. The list of existing DEOs working on HMIS/ UPHMIS/ MCTS data entry shall be provided to the Service Provider (s) to facilitate the absorption of DEOs under this project / Contract.

2.2.1.2.1 The Service Provider shall be entitled to replace/remove any DEO for not performing to the satisfaction of the Service Provider. The Service Provider shall inform/communicate through email to the MOI/C or BPM/DPM/CMO regarding removal of such a DEO, citing relevant reason. If no objection is raised by the MOI/C or BPM/DPM/CMO within 7 days of such a communication then removal of the DEO will be considered to be approved.

2.2.1.3 The DEOs shall perform data entry activities as mandated in the DEO work-schedule, created and approved by the Additional Director-Division. An indicative schedule has been provided in **Schedule E**. The Service Provider shall ensure that the DEO work-schedule is adhered to.

2.2.1.4 A compulsory FULL ONE (1) day Orientation Training of new DEOs, within the date specified by the Authority, whether at time of on-boarding or DEO replacement, shall be the responsibility of the Service Provider, for which the Service Provider should identify certain number of Key Resources who will be trained on the various HMIS systems / portals, the data entry process activities, reporting formats and protocols / structures, supporting supervision requirements and general project and scope of work

compliance requirements, by concerned nominated persons from Authority. These Authority trained resources of the Service Provider should be able to further train the new joining DEOs. The DEO Orientation training should thus be on sensitizing the DEOs on the various HMIS systems / portals, the data entry process activities, reporting formats and protocols / structures, supporting supervision requirements and general project and scope of work compliance requirements. A nominated person from Authority shall closely monitor the training quality delivered by the Service Provider, as and when deemed necessary. The Service Provider shall facilitate and bear the expenses for logistics of the nominated person from Authority who shall perform the monitoring.

- 2.2.1.5 The data entry services sought from the DEO shall majorly focus on the Health Management Information System (HMIS), Mother and Child Tracking (MCTS)/Reproductive Child Health (RCH) and Uttar Pradesh Health Management Information System (UPHMIS) portal for the state of UP. The MCTS portal shall be replaced by RCH portal. The terms MCTS and RCH shall be used interchangeably.
- 2.2.1.6 The services rendered by the DEO, as per Scope of Work given under Clause 2.2, shall be monitored by the Block Programme Manager / District Programme Manager / Appointed Nodal Person, who shall coordinate and monitor the DEO activities at the respective Block. The MOI/C shall be monitoring the services at Block level.
- 2.2.1.7 The DEO shall receive the Reporting Formats/Registers for data entry from the various Facilities (Sub-centres (SC), Primary Health Centres (PHCs), Urban Primary Health Centres (UPHCs), Community Health Centres (CHCs)/Block/District Hospital/District HQ with CMOs/Division and Private Hospitals). The DEO shall ensure that the details of such a receipt is documented in a Log Book maintained by the MOI/C. Every such entry for handover of the Reporting Formats/Registers shall be counter-signed by the DEO to confirm its receipt.
- 2.2.1.8 Once the Supportive Supervision as stated in Clause 2.2.3 is complete, the summary shall be entered by the DEO on the UPHMIS portal and the correction shall be carried out for the discrepant data as identified in the Validation Committee (VCM) Meeting findings.
- 2.2.1.9 The data entry requirements/formats/records/fields being entered into the portal may be added/altered/modified as per requirements of the Authority and the DEO may also be required to do some basic data analysis as and when required and intimated by the BPM / DPM / MOI/C.
- 2.2.1.10 In case of any additional requirement of DEOs by the Authority, beyond the number of DEOs specified in **Schedule A**, the Service Provider shall be obliged to provision for the additionally required DEOs, within 30 days of receipt of such a requirement by the Authority. The payment for each additional DEO deployed, shall be made as per Clause 12.1.3.2.
- Note: If such a requirement for deployment of additional DEO(s) is given by the Authority, then the Service Provider shall be required to only provision for the DEO at the specified Office / Facility, without provisioning of any associated IT Equipment and



Consumables / Supplies. The additional DEO(s) shall be required to perform work similar in nature to data entry and / or office admin. work.

2.2.1.11 The Reporting Formats having relevant Data Fields for which Data needs to be entered in the portals by the DEO can be accessed through the below given links:-

2.2.1.11.1 HMIS:

2.2.1.11.1.1 <https://nrhm-mis.nic.in/SitePages/HMISFormats.aspx>

2.2.1.11.2 UPHMIS:

2.2.1.11.2.1 [http://uphmis.in/uphmis/dhis-web-commons/security/documents/UPHMIS\\_Formats\\_80\\_Sets\\_-\\_Hindi.pdf](http://uphmis.in/uphmis/dhis-web-commons/security/documents/UPHMIS_Formats_80_Sets_-_Hindi.pdf)

2.2.1.11.3 MCTS:

2.2.1.11.3.1 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Cover\\_Profile\\_pages.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Cover_Profile_pages.pdf)

2.2.1.11.3.2 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-I.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-I.pdf)

2.2.1.11.3.3 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-II.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-II.pdf)

2.2.1.11.3.4 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-III.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-III.pdf)

2.2.1.11.3.5 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-IV\\_backcover.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-IV_backcover.pdf)

2.2.1.12 The Authority may grant the Service Provider, Viewing Access Rights to the Data Entry Portals (UPHMIS/HMIS/MCTS), subject to approval by Ministry of Health & Family Welfare, Government of India.

2.2.1.13 On a case by case basis, in order to address delays in submission of reports due to Internet Connectivity Issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month.

## **2.2.2 Provision of IT Equipment, Consumables and Supplies for Data Entry Services**

2.2.2.1 The Service Provider shall mandatorily provide (through brand new purchase, not rental or refurbished) to all the data entry offices/facilities within the cluster(s) that it has bid for, (i) a Laptop or Desktop Computer (with monitor, CPU, keyboard and mouse), (ii) a laser jet printer along with printing supplies like cartridge and printing paper and (iii) shall also provide internet connectivity to all the supplied desktop or laptop computers through provisioning of data cards for internet access. The Quantity and Minimum Specification of the aforementioned Data Entry Equipment and Associated Software shall be as per **Schedule H**.

2.2.2.2 The estimated consumption of IT consumables shall be:

Printing Paper = 02 Reams / month

Laser Printer Cartridge = 01 Cartridge / month

2.2.2.3 The Service Provider shall ensure that a reserve (critical inventory stock) for all the printing consumables is maintained such that the data entry office/facility never runs out of stock of the printing supplies, thus allowing seamless conduct of daily activities.

2.2.2.4 The Service Provider shall be responsible for providing the IT Consumables, arranging for AMC of Data Entry Equipment and Payment of monthly Internet Charges at its own cost.

- 2.2.2.5 The Service Provide shall ensure that all newly purchased (and not used or refurbished) IT equipment as stated in Clause 2.2.2.1 is provided.

### **2.2.3 Provision of Supportive Supervision services for data entry**

- 2.2.3.1 The DEO shall provide Supportive Supervision through data validation and verification for discrepant data as identified and reported in the Validation Committee Meeting (VCM). Basis the VCM findings, the MOI/C shall prepare a mobility schedule for the DEO to cover three such erring Facilities, the visit to which shall be completed within a period of three days, in a month.

- 2.2.3.2 The DEO shall be required to fill the **Supportive Supervision Checklist (SSC) - HMIS/MCTS** for a visit to every Facility. The DEO shall additionally ensure that the **DEO Mobility Letter** issued by the MOI/C in this regard, to allow the DEO facilitated access to the Facilities for conducting Supportive Supervision, is counter-verified with sign and seal by the Representative of the Facility to confirm the occurrence of such a visit.

- 2.2.3.3 The data from the Supportive Supervision Checklist (SSC) - HMIS/MCTS shall then be uploaded on the UPHMIS portal for data correction.

- 2.2.3.4 The DEO shall mandatorily brief the MOI/C for every such visit with an update on parameters (not limited to) below:

- a) Availability of formats and tally sheets
- b) Status of Maintenance of records at Facility
- c) Tally and verify collected HMIS data with Facility Records
- d) Major challenges faced at the Facility

- 2.2.3.5 It is the DEO's obligation to get the hardcopy of the **Supportive Supervision Checklist (SSC) - HMIS/MCTS** validated with sign and seal of the MOI/C. The soft copy of such a report shall be shared with the BPM / DPM MOI/C over mail, while the original shall be preserved by the DEO for any future reference during audits.

- 2.2.3.6 The Authority shall implement Responsibility Matrix for quality data collection and entry process and communicate/re-emphasize the roles and responsibilities, provided in **Schedule G**, within the Facility Staff.

### **2.2.4 Provision of Supervisors**

- 2.2.4.1 The Service Provider shall appoint two (2) Supervisors per Cluster, for which it has successfully placed a bid.

- 2.2.4.2 The staffing qualification and experience of the Supervisors should be in line with the requirement as mentioned in **Schedule B**.

- 2.2.4.3 The Supervisors shall be responsible for maintaining the service standards, coverage, quality and timeliness of Data Entry Services in their respective Clusters.

- 2.2.4.4 The Supervisors shall serve as single point contact for the Authority, for their respective Clusters, for monitoring and reporting on the performance of Data Entry Services, ongoing issues and acting on directives for improvement of Data Entry Services issued from time to time by the Authority.

- 2.2.4.5 The Supervisors shall ensure that DEOs within their Cluster adhere to their DEO work-schedule.
- 2.2.4.6 The Supervisors shall be responsible for escalation with the Authority as per **Schedule F**, regarding issues related to Data Collection, Data Quality, Supportive Supervision, DEO Deployment, etc.
- 2.2.4.7 The Supervisor shall facilitate submission of Monthly and Annual Reports to the Authority, as per the formats provided in **Schedule J**. The reporting format may be altered/modified to include further information or accommodate any new reporting requirement given by Authority or its representative.
- 2.2.4.8 The Supervisor shall coordinate with the Authority representatives and the DEOs, so that Service and Operations requirement as given in **Schedule C** are fulfilled.
- 2.2.5 The Service Provider shall hand over all the documents/ submissions/ presentations/ collated data prepared as per the scope of this project to the Authority at the termination or end of the Contract.

### 2.3 Change of Scope

- 2.3.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, either require the Service Provider to add any Service and/or provisioning of additional DEOs along with IT equipment for data entry services with respect to the whole project at large or any particular Cluster/Division/District/Block, which is not included in the Scope of the Project under this Agreement or decide to remove any of the DEO(s), Service and/or equipment from the Scope with respect to the whole project at large or any particular Cluster/Division/District/Block (“Change of Scope”).
- 2.3.2 The Change of Scope could be a change in number of DEOs Deployed along with IT equipment for data entry services or change in nature of services being delivered by the DEOs as under Article 2 of this Agreement.
- 2.3.3 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Service Provider a notice specifying in reasonable detail the change in DEO Deployment, Services and/or Equipment, contemplated thereunder (the “**Change of Scope Notice**”).
- 2.3.4 In the event that a Change of Scope Notice is issued, the Service Provider shall communicate in writing to the Authority within 15 days, the resultant impact (increase or decrease) on the monthly payments, as under Clause 12.1, payable to the Service Provider for the work to be executed under Change of Scope Notice. Upon receipt of the said communication in writing from the Service Provider, the Authority shall analyse the impact on work and cost, and, the Parties shall, not later than 30 days from the date of issuance of Change of Scope Notice, agree on the terms regarding the execution of work under Change of Scope Notice.

## ARTICLE 3: TERM OF AGREEMENT

### 3.1 Term

- 3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits and Good Industry Practice, the Authority hereby grants to the Service Provider and the Service Provider hereby accepts the exclusive right, license and Authority to appoint Data Entry Operators; provide Data Entry Services and procure, install, operationalize and maintain the computers and related peripherals and printers at the locations per **Schedule A** of this Agreement, during the subsistence of this Agreement for a period of **3 (Three) years** (or early termination by a Termination Notice in accordance with this Agreement) commencing from the Appointed Date (the "Term"), and to exercise and/or enjoy the rights, power, privileges and entitlements as set forth in this Agreement and implement the Project, subject to and in accordance with the terms and conditions set forth herein. The Authority reserves the right to extend the Term of the Agreement by a maximum of further **1 (one) year**, on same terms & conditions.

## ARTICLE 4: CONDITIONS PRECEDENT

### 4.1 Conditions Precedent

- 4.1.1 Save and except as expressly provided in this Agreement, the respective rights and obligations of the Parties under this Agreement shall come into effect on the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the “Conditions Precedent”).
- 4.1.2 The Service Provider may, upon fulfilling the Conditions Precedent in Clause 4.1 require the Authority to satisfy any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 21 (Twenty-one) days of receiving of notice for Award of Contract.
- 4.1.3 The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have issued to the Service Provider a Notice to Proceed (“NTP”) and provided the “contractually required and need based” access and rights with respect to the concerned Office/Facility as listed in **Schedule A** of this Agreement, for the purpose of provisioning the data entry services.
- 4.1.4 The Conditions Precedent required to be satisfied by the Service Provider shall be deemed to have been fulfilled when the Service Provider shall have provided Performance Security to the Authority;
- 4.1.5 Upon request in writing by any of the parties, the other party may, in its discretion, waive any of the Conditions Precedent set forth in this Article 4 or permit additional time to meet any of the Conditions Precedent set forth in this Article 4;
- 4.1.6 Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.
- 4.1.7 The date on which the Condition Precedents are satisfied by the Authority and Service Provider shall be the Appointed Date for commencement of the Term for this specified Project.

## ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

### 5.1 Obligations of the Service Provider

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Service Provider shall at its cost and expense undertake to fulfil all the requirements of Scope of the Project, as per Article 2, and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The Service Provider shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 5.1.3 Subject to Clauses 5.1.1 and 5.1.2, the Service Provider shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.4 The Service Provider hereby accepts and agrees to discharge obligations herein and provide the Services, subject to and in accordance with the terms and conditions set forth herein:
- 5.1.5 Subject to and in accordance with the provisions of this Agreement, the Service Provider shall be obliged or entitled (as the case may be) to:
  - 5.1.5.1. Right of Way, “only contractually required and need based” access and license rights to the work locations as listed in **Schedule A** of this Agreement for the purpose of and to the extent conferred by the provisions of this Agreement for performing and fulfilling all of the Service Provider’s obligations under this Agreement;
  - 5.1.5.2. Procure, install, operationalise, and maintain the laptop or desktop computers and related peripherals, printers and data cards for internet access and provide Services as per the terms and conditions of this Agreement including any mentioned Specifications and Standards, Applicable Laws, Applicable Permits, Performance Parameters and Good Industry Practice.
  - 5.1.5.3. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Service Provider under this Agreement;
  - 5.1.5.4. On and from the date of commencement of services and during the Term, the Service Provider shall have the right to demand, charge, retain, appropriate the ‘Monthly Fee/Payment’ in accordance with the provisions of this Agreement;
  - 5.1.5.5. Not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, hereby granted or on the whole or any part of the Equipment or transfer, lease or part possession thereof, without prior consent/approval of the Authority.
  - 5.1.5.6. Perform and fulfil all of the Service Provider’s obligations in accordance with this Agreement including any mentioned Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice;
  - 5.1.5.7. Exercise such other rights and obligations as the Authority may determine as being necessary or desirable, for the purpose incidental and necessary for

implementing the Project.

- 5.1.5.8. Transfer to the Authority in good working condition, complete IT Equipment provisioned as per Clause 2.2.2, for the Data Entry Services, upon completion of term of the Agreement or any extension thereof, or earlier Termination of the Agreement for any reason whatsoever. The Service Provider shall ensure that all licenses, warranties and/or guarantees that may be valid and existing at the time of expiry and/or earlier termination of the Agreement are also transferred to Authority with the relevant IT Equipment hardware/software, as the case may be without any cost to the Authority.

5.1.6 The Service Provider shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- 5.1.6.1. make, or cause to be made, necessary documented applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- 5.1.6.2. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated in the Project and in line with the scope of work detailed in Article 2;
- 5.1.6.3. conduct data entry services as per Service and Operations & Management Requirements in **Schedule C** and other Maintenance and Remedial Specific Articles of this Agreement;
- 5.1.6.4. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- 5.1.6.5. ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Service Provider's obligations under this Agreement;
- 5.1.6.6. not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement;
- 5.1.6.7. support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- 5.1.6.8. bear all costs and expenses relating to obtaining any user license in favour of Authority or for ensuring the due transfer of the IT Equipment, upon completion of term of the Agreement or any extension thereof, or earlier Termination of the Agreement for any reason whatsoever.

5.1.7. The Service Provider shall furnish the following documents in respect of the persons who will be deployed by it before the commencement of the work:

- 5.1.7.1. List of persons short listed by the Service Provider for Deployment bearing full details i.e. Name, Date of Birth, Marital Status, Address, Educational and Professional qualification, Experience etc. along with details of Salary and photograph affixed.

- 5.1.7.2. Copy of the appointment letter issued to each person with standard terms and conditions and ESI and EPF account number or proof of registration, if not issued/allotted to them earlier.
- 5.1.7.3. An attested copy of the certificate showing educational qualification of the personnel will be required to be attached to the list of the manpower deployed.
- 5.1.7.4. Certificate of verification of antecedents of persons by local police Authority, within one month of joining.
- 5.1.8. It will be the responsibility of the Service Provider to meet transportation, food, medical or any other requirements in respect of the DEOs and Supervisors deployed by it and the Authority shall bear no liability in this regard.
- 5.1.9. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the DEO and/or Supervisor deployed. The Authority shall in no way be responsible for settlement of such issues whatsoever.

## 5.2 Employment of Foreign Nationals

The Service Provider acknowledges, agrees and undertakes that employment of foreign personnel by the Service Provider and/or its Contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Service Provider and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Service Provider or any of its Contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Service Provider from the performance and discharge of its obligations and liabilities under this Agreement.

## 5.3 Employment of Trained Personnel

The Service Provider shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions. The minimum standards for persons employed in various positions shall be as set forth under **Schedule B** of this Agreement.



## ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

### 6.1 Obligations of the Authority

- 6.1.1 The Authority shall, at its own cost and expense, undertake, comply with, and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Authority agrees to provide support to the Service Provider and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
  - 6.1.2.1. upon written request from the Service Provider, and subject to the Service Provider complying with Applicable Laws, provide all reasonable support and assistance to the Service Provider in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;
  - 6.1.2.2. undertake to coordinate with the concerned authorities and other departments to issue appropriate instructions to the field/nodal officers of these departments for making available required assistance and resources to the Service Provider towards the discharge of its obligations as per this Agreement;
  - 6.1.2.3. not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement;
  - 6.1.2.4. support, cooperate with and discharge its obligations to facilitate the Service Provider in performing its obligations in accordance with the provisions of this Agreement; and
  - 6.1.2.5. upon written request from the Service Provider, provide reasonable assistance to the Service Provider or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Service Provider or its Contractors their obligations under this Agreement.
  - 6.1.2.6. provide office space for DEOs at each Office/Facility as mentioned in **Schedule A** along with electricity supply, power backup and office furniture.
  - 6.1.2.7. Appoint Block Programme Manager (BPM) as the Authority Representative to coordinate and monitor the activities of the DEO at the respective Block and Medical Officer In-charge (**MOI/C**) as the Reporting Authority for the DEOs.
  - 6.1.2.8. Ensure timely and adequate provision of approved/revised formats of Source Documents and Reporting Documents at all the Facility levels.
  - 6.1.2.9. Share the DEO work-schedule with the Service Provider.
  - 6.1.2.10. Ensure issuance of DEO Mobility Letter for supportive supervision by the DEO
  - 6.1.2.11. Ensure validation and verification of the Supportive Supervision Checklist- HMIS/MCTS and DEO Mobility Letter by the MOI/C.
  - 6.1.2.12. Ensure maintenance of a Log Book by the MOI/C at the Block level and Concerned Authorities at District Hospital, District Level (with CMOs) and Divisional Level.
  - 6.1.2.13. Ensure time-bound redressal of grievance raised by the Service Provider as per the Escalation Matrix (**Schedule F**) for any issue related to data entry

services.

- 6.1.2.14. Provide/Issue further directives to the Private Hospitals for documenting data in the requisite format and handing over the same for data entry to the concerned DEO.
- 6.1.2.15. Schedule onboarding, portal usage training sessions and refresher sessions for DEOs.
- 6.1.2.16. Identify and notify the nodal person for conducting screening of DEOs through tests at the end of training and seek replacement for unqualified resources.
- 6.1.2.17. Notify the Service Provider in case of a DEO absenting from duty for 5 consecutive days without any official intimation and not reachable during the said duration.
- 6.1.2.18. Timely approve and ensure monthly payments to the Service Provider in accordance with the provisions of this Agreement
- 6.1.2.19. Conduct a monthly NHM audit of data entry services by the Service Provider.
- 6.1.2.20. The Authority shall implement Responsibility Matrix for quality data collection and entry process and communicate/re-emphasize the roles and responsibilities, within the Facility Staff.

## **ARTICLE 7: REPRESENTATIONS AND WARRANTIES**

### **7.1 Representations and Warranties of the Service Provider**

The Service Provider represents and warrants to the Authority that:

- 7.1.1 it is duly organised and validly existing under the laws of India, and has full power and Authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 7.1.2 it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 7.1.3 it has the financial standing and capacity to undertake the Project and discharge obligations hereunder, in accordance with the terms of this Agreement;
- 7.1.4 this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 7.1.5 it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- 7.1.6 the information furnished in the Bid/RFP document (and including its Corrigendum/Addendum, where applicable) and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- 7.1.7 the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 7.1.8 there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- 7.1.9 it has not violated or committed any default, or has no knowledge of any violation or default, with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 7.1.10 it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- 7.1.11 no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to

Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and

- 7.1.12 no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Project or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.

## 7.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Service Provider that:

- 7.2.1 it has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- 7.2.2 it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- 7.2.3 it has the financial standing and capacity to perform its obligations under the Agreement;
- 7.2.4 this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 7.2.5 there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;
- 7.2.6 it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- 7.2.7 it has complied with Applicable Laws in all material respects;
- 7.2.8 all information provided by it in the Bid Notice and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;
- 7.2.9 upon the Service Provider submitting the Performance Security and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Service Provider, in accordance with this Agreement.

## 7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

## **ARTICLE 8: DISCLAIMER**

### **8.1 Disclaimer**

- 8.1.1 The Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has, after a complete and careful examination, made an independent evaluation of the Bid Notice, Scope of the Project, any mentioned Specifications and Standards, local conditions, and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the Authority in this regard.
- 8.1.2 The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider or any person claiming through or under any of them.

## ARTICLE 9: PERFORMANCE SECURITY

### 9.1 Performance Security

The Successful Bidder shall furnish within 21 days of receiving of Notice for Award of Contract a Performance Security in the form of an irrevocable and unconditional FDR/Bank Guarantee issued by a Nationalized Bank/Scheduled Bank in favour of the **State Health Society, Uttar Pradesh** for amount as specified below.

| CLUSTER   | PERFORMANCE SECURITY (IN RS.) (IN LAKHS) |
|-----------|--|
| CLUSTER 1 | 48.50                                    |
| CLUSTER 2 | 62.20                                    |
| CLUSTER 3 | 64.80                                    |
| CLUSTER 4 | 49.20                                    |
| CLUSTER 5 | 40.90                                    |
| CLUSTER 6 | 46.30                                    |
| CLUSTER 7 | 45.60                                    |
| CLUSTER 8 | 46.40                                    |

*If a bidder wins more than one Cluster, the bidder will need to furnish as Performance Security an amount equal to the arithmetic sum of Performance Security for each Cluster that the bidder has won.*

Until such time (i.e. within 21 days of receiving of Notice for Award of Contract) that the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security, without interest, to the Service Provider.

The Bank Guarantee shall be as per proforma in **Schedule D** and will remain in force up to and including 180 (One Hundred and Eighty) days after the end of contract or any extension thereof. Failing the submission of Performance Security within 21 days of receiving of Notice for Award of Contract, the EMD may be forfeited and the Contract may be cancelled.

### 9.2 Appropriation of Performance Security

Upon occurrence of a Service Provider Default during the Term, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages/Liquidated Damages for such Service Provider Default. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Service Provider shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 18. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Service Provider shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Service Provider Default, and in the event of the Service Provider not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages/Liquidated Damages, and to terminate this Agreement in accordance with Article 18 and Article 26**Error! Reference source not found..**

### 9.3 Release of Performance Security

The Performance Security shall be released, without interest, within 180 days, post expiry of

the Term, or extension thereof, if any.

## **ARTICLE 10: MAINTENANCE OF EQUIPMENT**

### **10.1 Maintenance Obligations of the Service Provider**

During the Term, the Service Provider shall conduct the Provisioning, Installing, Operations, and Maintenance of the IT Equipment comprising of Laptop or Desktop Computer (comprising of Monitor, CPU, Mouse and Keyboard), laser jet printer and data card and provide services with data entry manpower for locations detailed in **Schedule A**, in accordance with this Agreement and if required, modify, repair, replace or otherwise make improvements to the Equipment to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Good Industry Practice. The obligations of the Service Provider hereunder shall include:

- 10.1.1 assessing defects and damages and implementing necessary repairs, replacing defective/non-functional parts and installing equipment and software as required and as specified in **Schedule C** of this Agreement, during the Term;
- 10.1.2 updating software, computer troubleshooting, computer valeting, vulnerability management and any related technical support as part of routinely undertaken maintenance or as per the requirement.
- 10.1.3 providing timely response to issues arising with respect to the performance of the Equipment, and also as per the Service and Operations & Management Requirements defined in **Schedule C** of this Agreement during normal operating conditions;
- 10.1.4 preparing and submitting to the Authority, for its review and approval, a Maintenance Plan for the IT Equipment and Services, for carrying out periodic preventive maintenance and ensuring that the Equipment remains in good working condition;
- 10.1.5 adhering to the guidelines issued by Government of Uttar Pradesh from time to time;
- 10.1.6 procuring and maintaining adequate inventory of all spares for equipment printing consumables such that the Office/Facility never runs out of printing supplies stock, to ensure uninterrupted operation of Equipment for data entry and printing. For avoidance of doubt, please note that there shall be no payment by the Authority for procurement of spares, consumables and supplies.
- 10.1.7 abiding by the existing policies/ applicable statutory guidelines of the Authority and undertake all statutory responsibilities;
- 10.1.8 Ensuring substitution of DEOs in case of any DEO leaving a job or absenting from duty as per **Schedule C**.
- 10.1.9 maintenance of all communication, control and administrative systems necessary for the efficient functioning of DEOs and operation and maintenance of the Equipment;

### **10.2 Damages for Breach**

- 10.2.1 Save and except as otherwise expressly provided in this Agreement including those in **Schedule C**, in the event that the Service Provider fails to repair or rectify any Defect with respect to the Equipment, within 30 days of receipt of Notice issued in writing by Authority, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages/Liquidated Damages, to be calculated and paid as per **Schedule C**. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. For avoidance of doubt, it is clarified that the provisions of Clause 10.2 shall not be applicable for any Defect expressly specified in **Schedule C** of this Agreement.
- 10.2.2 The Service Provider shall pay such Damages/Liquidated Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

10.2.3 The Service Provider shall be bound by the details furnished by it to the Authority while submitting the bid or at subsequent stage. In case any document submitted by the Service Provider is found to be false at any stage, it would be deemed to be a breach of terms of Contract making the Service Provider liable for legal action besides termination of contract.

### 10.3 Authority's Right to Take Remedial Measures

10.3.1 In the event the Service Provider does not maintain and/or repair the Equipment in conformity with this Agreement or does not repair or rectify any Defect/Issue with respect to the Services, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of an "Inspection Report" or a notice in this behalf from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Service Provider, and to recover the actual cost incurred in remedying the Defect from the Service Provider in addition to provisions under the Service and Operations & Management Requirements (**Schedule C**).

10.3.2 The Authority shall have the right, and the Service Provider hereby expressly grants to the Authority the right to recover the costs and Damages specified in Clause 10.3 directly from the Performance Security.

### 10.4 Overriding Powers of the Authority

10.4.1 If in the reasonable opinion of the Authority, the Service Provider is in material breach of its obligations under this Agreement and, in particular, the Service and Operations & Management Requirements (**Schedule C**), and such breach is causing or likely to cause the Equipment and related Services not being available to the Project for use, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Service Provider to take reasonable measures immediately for rectifying the Defect with respect to the specific Equipment and/or remedy the breach of the obligation, as the case may be.

10.4.2 In the event that the Service Provider, upon notice under Clause 10.4, fails to rectify or remove the Defect in the Equipment within a period of 7 days, the Authority may exercise overriding powers under this Clause 10.4.2 and take over the performance of any or all the obligations of the Service Provider, at the risk and cost of the Service Provider, to the extent deemed necessary by it for rectifying or removing such Defect; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder.

10.4.3 In the event of a national emergency, civil commotion or any other act specified in Clause 16.2, the Authority may take over the performance of any or all the obligations of the Service Provider to the extent deemed necessary by it or as directed by the Authority, and give such directions to the Service Provider as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, the consequences of such action shall be dealt in accordance with the provisions of Article 16 (Force Majeure).

### 10.5 Restoration of Loss or Damage to Equipment

Save and except as otherwise expressly provided in this Agreement, in the event that



the Equipment or any part thereof suffers any loss or damage during the Term from any cause whatsoever, the Service Provider shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Equipment conforms to the provisions of this Agreement.

#### 10.6 Excuse from Performance of Obligations

The Service Provider shall not be considered in breach of its obligations under this Agreement on account of any of the following for the duration thereof:

- 10.6.1 an event of Force Majeure;
- 10.6.2 compliance with an official written request from the Authority or the official written directions of any Government Instrumentality

#### 10.7 Technology Watch

- 10.7.1 The Service Provider may implement at its own cost, a software technology watch throughout the Term so as to allow the Project to benefit from technical advancement and/or technology upgrades in connection with the Equipment and its Services
- 10.7.2 In the event that any Party believes that the replacement and/or upgrade of any Equipment or its software is likely to have a positive impact on the quality of the Services or the cost of performing the Services, the Service Provider shall submit either on its own initiative or within 30 days of the Authority's request for the same, a written memorandum justifying the reasons for its actions or proposed actions or otherwise. The Authority will thereafter take decision whether such replacement is necessary and the said replacement/ up gradation shall be carried out by Service Provider at its cost and risk.

## ARTICLE 11: MONITORING OF SERVICES

### 11.1 Monthly Data Entry Service Audit by NHM

A monthly data entry service audit shall be conducted by NHM/Authority at Facilities as identified by it. It shall conduct a review basis the following parameters:

- Orientation Training of newly joining DEOs
- Log Book Maintenance
- Data Entry Quality & Status on the Portal
- Timely uploading of data on the Portal
- DEO performance feedback from the MOI/C and the BPM
- Review of the verified Supportive Supervision Checklist- HMIS/MCTS hardcopies

The Authority shall be entitled to make a report of such inspection (the “Inspection Report”) stating in reasonable detail the issues, if any, and send a copy thereof to the Service Provider and/or to related Stakeholders of the Project working with or supporting the Authority.

The report of this Data and Service Review will be used as a circular of suggestive measures for the Service Provider.

### 11.2 Inspection of Services

The Authority shall during the Term of this Agreement, or extension thereof, have a right to organize periodic inspections at any given facility with respect to the Data Entry Services and Equipment provided by the Service Provider and provide feedback on its performance/condition.

The Authority shall be entitled to make a report of such inspection (the “Inspection Report”) stating in reasonable detail the issues, if any, and send a copy thereof to the Service Provider and/or to related Stakeholders of the Project working with or supporting the Authority.

### 11.3 Remedial measures

11.3.1 The Service Provider shall repair or rectify the Defects, if any, as per relevant services standards and timelines under **Schedule C** of this Agreement.

11.3.2 In the event that remedial measures are not completed by the Service Provider in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Liquidated Damages/Damages/Penalties from the Service Provider under and in accordance with the provisions of **Schedule C**.

## ARTICLE 12: PERIODICITY AND METHODOLOGY OF PAYMENT

### 12.1 Payment Terms

12.1.1 The Paying Authority, as nominated and decided upon by the State Government during Contract signing, shall govern, address and manage the Payment Terms stipulated hereunder:

12.1.2. The Service Provider shall receive from Paying Authority a one-time IT Set up Cost payment, which will be equal to = **6.5% x the Financial Bid Quote per Cluster per month x 36 Months of project duration**, for each Cluster won by the Service Provider. The IT Set Up Cost shall become payable to the Service Provider only upon completion of the IT Set up as described in Clause 2.2.2 and shall be paid one time only. The Service Provider shall submit self-declaration regarding deployment of IT Set up, verified by MOI/C or BPM/DPM/CMO, along with Original Bills of Purchase, for release of the IT Set up Cost Payment, for each Cluster.

12.1.2.1. In case the deployment of DEOs is in a phased manner for a particular Cluster, then in such a case, the one-time IT Set up Cost payment for that phase and for that cluster shall be made as per the following: **6.5% x [(the Financial Bid Quote per Cluster per month/Total No. of DEOs to be Deployed in the Cluster as per Schedule A) x No. of DEOs Deployed in the current phase] x 36 Months of Project Duration**. The Service Provider shall submit self-declaration regarding deployment of IT Set up, verified by MOI/C or BPM/DPM/CMO, along with Original Bills of Purchase, for release of the IT Set up Cost Payment, for each Cluster.

Example: Cluster 02 has a total requirement of 180 DEOs, however actual deployment shall take place in three phases: 1st phase deployment – 90 DEOs, 2nd phase deployment – 60 DEOs and 3rd phase deployment – 30 DEOs. Also suppose, L1 Service Provider for Cluster 2 has quoted its Financial Bid as Rs. 2,00,000 (Two Lacs). Then, One-time IT Set up Cost Payment shall be calculated as:

For 1st phase deployment =  $6.5\% \times (2,00,000/180) \times 90 \times 36 = \text{Rs. } 2,34,000$

For 2nd phase deployment =  $6.5\% \times (2,00,000/180) \times 60 \times 36 = \text{Rs. } 1,56,000$

For 3rd phase deployment =  $6.5\% \times (2,00,000/180) \times 30 \times 36 = \text{Rs. } 78,000$

12.1.3. The Service Provider shall submit a **Cluster-wise monthly invoice** to the Paying Authority, as per its Financial Bid Quote, for each of the Cluster(s) it has successfully been selected as L1 Bidder.

12.1.3.1. In case the deployment of DEOs is in a phased manner for a particular Cluster, then in such a case, Service Provider shall submit Cluster-wise monthly invoice as per the following Payment Model: **(the Financial Bid Quote per cluster per month/Total No. of DEOs to be Deployed in the Cluster as per Schedule A) x Actual No. of DEOs Deployed in the Cluster**.

The Service Provider shall deploy DEOs at the beginning of the month, as per the phase wise deployment requirement given by the Authority.

Example: Cluster 02 has a total requirement of 180 DEOs, however actual deployment shall take place in three phases across three months: 1st phase deployment – 90 DEOs, 2nd phase deployment – 60 DEOs and 3rd phase deployment – 30 DEOs. Also suppose, L1 Service Provider for Cluster 2 has quoted its Financial Bid as Rs. 2,00,000 (Two Lacs).

Then, monthly invoice shall be calculated as:

For 1st phase deployment =  $(2,00,000/180) \times 90 = \text{Rs. } 1,00,000$

For 2nd phase deployment =  $(2,00,000/180) \times 150 = \text{Rs. } 1,66,667$

For 3rd phase deployment =  $(2,00,000/180) \times 180 = \text{Rs. } 2,00,000$

- 12.1.3.2. In-case of any additional requirement of DEOs by the Authority, beyond the number of DEOs specified in Schedule A, the payment for each additional DEO deployed, shall be made as per the following Payment Model: **60% x (the Financial Bid Quote per cluster per month / Total No. of DEOs for the Cluster as per Schedule A)**

Annual Price Revision of 5% shall be applicable to the resultant payment calculated using this model

Note: If such a requirement for deployment of additional DEO(s) is given by the Authority, then the Service Provider shall be required to only deploy the DEO at the specified Office/Facility, without provisioning of any associated IT Equipment and Consumables/Supplies.

Example: The Authority requires 8 additional DEOs in the 2nd year of Contract, to be deployed in Cluster 2, beyond the total DEO count of 180. Further suppose, the Service Provider has quoted its Financial Bid as Rs. 2,00,000 for Cluster 2, then the payment of each additional DEO, shall be calculated as,

Payment of each additional DEO =  $60\% \times 2,00,000 / 180 = \text{Rs. } 666.67$  per month

Since requirement has been given in 2nd year therefore 5% price increment shall be applicable on the abovementioned payment and the Payment to Service Provider for each additional DEO shall be  $(666.67 + (666.67 \times 5\%)) = \text{Rs. } 700$  per month per DEO

- 12.1.4. The DEO shall be required to submit a Daily Work Report, as per **Schedule I**, on the last working day of each month to MOI/C or BPM/DPM/CMO, for cross-validation and approval of the work done by him during the month. The Service Provider shall be entitled for applicable payment, based on its Monthly Invoice, as per the Payment Terms defined under this Article 12, only after verification and attestation of the DEO's Daily Work Report by MOI/C or BPM/DPM/CMO.
- 12.1.5. The payment shall be made for the deployed number of DEOs, for all working days on which Data Entry was made in HMIS/UPHMIS/MCTS portals or Supportive Supervision was done by the DEOs. The details of daily work activities shall be captured in the Daily Work Report.
- 12.1.6. The basic rate includes factor for payment of weekly off also. The Service Provider shall pay the salary to the deployed DEOs on or before the 10th of every succeeding month, irrespective of delay in payment of Bill by the Paying Authority for any reason whatsoever.
- 12.1.7. Any missing proof for salary transfer to a DEO shall be treated as non-deployment of DEO at the Facility and shall not be liable for payment by the Paying Authority.
- 12.1.8. Self-attested documentary proof of Employee State Insurance, Employee Provident Fund, or other applicable deductions as per prevailing law (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of DEOs), should accompany the concerned month's Invoices. Only for cases when a new DEO(s) join(s), the Service

Provider shall be allowed to submit aforementioned self-attested documentary proofs within a period of 45 days from the date of joining of such DEO(s), in order to provide the Service Provider adequate time to register its DEO(s) with relevant Statutory bodies or Authorities.

- 12.1.9. The Paying Authority shall monthly verify the actual disbursement of statutory monthly payments and if not satisfied shall withhold the payments due to the Service Provider for the disputed payment component, in addition to other legal action.
- 12.1.10. The Paying Authority can raise objection within 15 days of receipt of Invoice/Self-Declaration Form and on 16th day the verification claim will be considered approved; in case no objection is raised.
- 12.1.11. In case of objection raised by Paying Authority, the same will be resolved through verification from the Inspection Committee formed by the Nodal Authority.
- 12.1.12. After verification of Invoices/Self-Declaration Form, the Paying Authority will make the payment within 30 days of verification of the Invoices or after 30 days of resolution of dispute, whichever is later, for all invoices/Self-Declaration Form raised.
- 12.1.12.1. The Authority shall endeavor to conclude / decide on the dispute in Invoice claim submitted by the Service Provider, within 30 days of date of objection raised by the Authority in writing, subject to all information / supporting documents required from the Service Provider are being submitted as per the requirements of the Authority.
- 12.1.13. The payment will be subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws. In case the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Authority is put to any loss/obligation, monetary or otherwise, the Authority will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- 12.1.14. The Service Provider hereby acknowledges and agrees that it is not entitled to any revision of the Payment Terms or other relief from the Paying Authority except in accordance with the express provisions of this Agreement.
- 12.1.15. Penalties would apply on payments, as defined in this Agreement, due to non-conformance to the Service and Operations Requirements defined in Schedule C. The Authority shall conduct quarterly audits to determine the applicable penalties, if any, on the Service Provider. The modality of such quarterly audits, shall be decided by the Authority in consultation with the Service Provider.
- 12.1.16. Price Revisions: The Service Provider shall be allowed an annual increment of 5% on the Single Financial Bid Price per month per cluster quoted by the Service Provider in its Financial Bid.

12.1.17. For any reason, other than those attributable to the Service Provider, if the Paying Authority fails to pay the invoices within the stipulated payment period of 30 days, without assigning any reason or giving advance communication of delay in payment, then in that case the Paying Authority shall be liable to pay interest @ SBI PLR per annum for the period of delay for such amount.

### **ARTICLE 13: REPLACEMENT OF DEFECTIVE OR NON-FUNCTIONAL EQUIPMENTS**

- 13.1 Without prejudice to the Service Provider's obligation to remedy and remove Defects with respect to the Equipment under this Agreement, the Service Provider shall be obliged to replace at its own expense any and all Equipment(s) which become defective/non-functional and need to be replaced during the Term.
- 13.2 In the event that the Service Provider fails to replace the defective/non-functional Equipment, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid as per Clause 10.2. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.
- 13.3 The Service Provider shall pay such Damages forthwith and in the event it contests such Damages, the Dispute Resolution Procedure shall apply.

## **ARTICLE 14: INSURANCE**

### **14.1 Insurance during Term**

The Service Provider shall effect and maintain at its own cost, during the Term, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the "Insurance Cover"). The Service Provider shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of an act by the Service Provider or omission by any Third Party during the Term.

### **14.2 Notice to the Authority**

Not later than 30 (thirty) days prior to commencement of the Term, the Service Provider shall by notice, if requested by the Authority, furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 14. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Service Provider to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

### **14.3 Evidence of Insurance Cover**

All insurances obtained by the Service Provider in accordance with this Article 14 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Service Provider shall furnish in writing to the Authority, if so requested by the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Service Provider to the Authority.

### **14.4 Remedy for Failure to Insure**

If the Service Provider fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Service Provider, or in the event of computation of any payments made at the time of termination, treat an amount equal to the Insurance Cover as deemed to have been received by the Service Provider.

### **14.5 Waiver of Subrogation**

All insurance policies in respect of the insurance obtained by the Service Provider pursuant to this Article 14 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.



#### 14.6 Service Provider's Waiver

The Service Provider hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Service Provider may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Service Provider pursuant to this Agreement (other than third party liability insurance policies) or because of deductible Clauses in or inadequacy of limits of any such policies of insurance.

#### 14.7 Application of Insurance Proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Service Provider by the Insurer, and the Service Provider shall apply such proceeds, as directed by the Authority, for any necessary repair, reinstatement, replacement, improvement, delivery or installation of the Equipment at the Locations detailed in **Schedule A**.

## **ARTICLE 15: ACCOUNTS AND AUDIT**

### **15.1 Audited Accounts**

- 15.1.1 The Service Provider shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits with respect the Services provided under this Agreement.
- 15.1.2 The Authority shall have the right to inspect the records of the Service Provider during office hours and request for copies of relevant extracts of books of accounts as per Applicable Laws.
- 15.1.3 In case the Authority discovers that any overpayment has been made to the Service Provider, the Authority shall be entitled to seek adjustment/reimbursement of such overpayments from the Monthly Fee/Payment due for the next month in which audit or inspection was conducted.

## ARTICLE 16: FORCE MAJEURE

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 16.1, 16.2 and 16.3 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

### 16.1 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- 16.1.1 act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion;
- 16.1.2 strikes or boycotts or arson or theft (other than those involving the Service Provider, its Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and Data Entry Services at each Office/Facility within Cluster(s) for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 16.2;
- 16.1.3 any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Contractor;
- 16.1.4 any judgement or order of any court of competent jurisdiction or statutory Authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; or
- 16.1.5 any event or circumstances of a nature analogous to any of the foregoing.

### 16.2 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- 16.2.1 An Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, Blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- 16.2.2 industry-wide or State-wide strikes or industrial action for a continuous period of 24 (Twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- 16.2.3 any failure or delay of a Contractor of the Service Provider to the extent caused by any

Indirect Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Contractor;

16.2.4 any Indirect Political Event that causes a Non-Political Event; or

16.2.5 any event or circumstances of a nature analogous to any of the foregoing.

### 16.3 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

16.3.1 compulsory acquisition in national interest or expropriation of rights of the Service Provider;

16.3.2 unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Service Provider to perform its obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

16.3.3 any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Contractor; or

16.3.4 any event or circumstance of a nature analogous to any of the foregoing.

### 16.4 Duty to Report Force Majeure Event

16.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

16.4.1.1 the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 16 with evidence in support thereof;

16.4.1.2 the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

16.4.1.3 the measures which the Affected Party is taking or proposes to take for alleviating

the impact of such Force Majeure Event; and

16.4.1.4 any other information relevant to the Affected Party's claim.

16.4.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

16.4.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 16.4.1, and such other information as the other Party may reasonably request the Affected Party to provide.

#### 16.5 Effect of Force Majeure Event on the Agreement

16.5.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the Conditions Precedent Period as set forth in Article 4 shall be extended by a period equal in length to the duration of the Force Majeure Event.

16.5.2 At any time after the Commencement Date, if any Force Majeure Event occurs whereupon the Service Provider is unable to provide the Services during the period for which Force Majeure exists, no payment shall be made by the Authority to the Service Provider for the days on which the DEOs and Equipment are not made available by the Service Provider and appropriate deductions shall be made by the Authority at the time of settling the amounts due towards the Monthly Fee/Payment. However, the Service Provider shall not be liable to pay any damages to the Authority in case it is unable to provide the Services on account of any Force Majeure Event.

#### 16.6 Allocation of Costs Arising out of Force Majeure

16.6.1 Upon occurrence of any Force Majeure Event prior to the Commencement Date and during the Term, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

16.6.2 Save and except as expressly provided in this Article 16, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

#### 16.7 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for more than a continuous period of 90 (ninety) days or for a total/cumulative time period of more than 360 (three hundred and sixty) days

during the Term, either Party may in its discretion terminate this Agreement by issuing a Termination Notice of 30 days to the other Party without being liable in any manner whatsoever, save as provided in this Article 16, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith after expiry of the said notice period; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

#### 16.8 Termination Payment for Force Majeure Event

16.8.1 If the termination is due to a Force Majeure Event, the Authority shall compensate the Service Provider as per Article 26.

#### 16.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

#### 16.10 Excuse from Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

16.10.1 the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

16.10.2 the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

16.10.3 when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

## **ARTICLE 17: SUSPENSION OF SERVICE PROVIDER RIGHTS**

### **17.1 Suspension upon Service Provider Default**

- 17.1.1 Upon occurrence of a Service Provider Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Service Provider under this Agreement including the Service Provider's right to receive Monthly Fee/Payment for a specified period, and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Service Provider and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice; provided that upon written request from the Service Provider and the Lenders' Representative, the Authority shall extend the aforesaid period of 90 (ninety) days by a further period not exceeding 60 (sixty) days.

### **17.2 Authority to Act on Behalf of the Service Provider**

- 17.2.1 During the period of Suspension, the Authority shall not be obliged to pay any Monthly Fee/Payment to the Service Provider.
- 17.2.2 During the period of Suspension hereunder, all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Service Provider under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Service Provider, at the risk and cost of the Service Provider, and the Service Provider undertakes to indemnify the Authority for all costs/ damages/ losses arising out of or in connection with the rectification or removal of cause of suspension.

### **17.3 Revocation of Suspension for Service Restoration**

- 17.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 45 (Forty-five) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Service Provider under this Agreement.
- 17.3.2 Upon the Service Provider having cured the Service Provider Default within a period not exceeding 45 (Forty-five) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Service Provider under this Agreement.

### **17.4 Revocation of Suspension for Termination**

- 17.4.1 At any time during the period of Suspension under this Article 17, the Service Provider may make a representation to the Authority in writing, to revoke the Suspension and elect to issue a Termination Notice under Article 18. The Authority may, within 15 (fifteen) days of receipt of such representation in writing, terminate this Agreement in accordance with Article 18.
- 17.4.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder

or within the extended period, if any, set forth in Clause 17.1, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Service Provider Default.



## **ARTICLE 18: TERMINATION**

### **18.1 Termination for Service Provider Default**

The Authority may terminate the contract under the following circumstances:

- 18.1.1 If the successful bidder withdraws its bid after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfil any other contractual obligations. In that event, the Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money/Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Authority. The Authority shall have the right to recover any further sums remaining due or becoming due from the Service Provider by adjusting any payments due to the Service Provider or by appropriating any of the resources deployed by Service Provider for the Services under this Agreement.

The following conditions will be treated as failure to fulfil the key contractual obligation:

- a) Failure to deploy DEOs and Supervisors as mandated for the concerned Cluster(s) that the Service Provider is responsible.
- b) Failure to provision IT equipment for data entry, printing and internet connectivity as mandated by the Agreement.
- c) Criminal indictment and excess and/or forged billing to the Implementing Authority/ Paying Authority
- d) Insolvency of Service Provider
- e) Failure to commence the services even after reaching the maximum Liquidated Damages which is equal to the Performance Security amount.
- f) Failure to fulfil obligations of the scope of work and service requirements.

The Service Provider will be served a notice of termination by the Authority and will be required to make corrections within 30 days, failing which the services will be treated as Terminated.

- 18.1.2 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days from the recorded date of occurrence of such default or Notice of occurrence of such default issued by Authority, the Service Provider shall be deemed to be in default of this Agreement (a "Service Provider Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Service Provider fails to cure, within a Cure Period of 30 (thirty) days, the Service Provider Default for which whole or part of the Performance Security was appropriated;
- c) the Service Provider is in material breach of its obligations as laid down in this

Agreement, along with Service Conditions laid down in **Schedule C**, with respect to any location as mentioned under **Schedule A**;

- d) the Service Provider abandons or manifests intention to abandon the maintenance of the Equipment without the prior written consent of the Authority;
- e) the Service Provider is in breach of the Maintenance Requirements;
- f) a breach by the Service Provider has caused a Material Adverse Effect;
- g) the Service Provider creates any Encumbrance in breach of this Agreement;
- h) the Service Provider repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- i) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Service Provider, or of (ii) all or part of the assets or undertaking of the Service Provider, and such transfer causes a Material Adverse Effect;
- j) an execution levied on any of the assets of the Service Provider has caused a Material Adverse Effect;
- k) the Service Provider is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Service Provider or for the whole or material part of its assets that has a material bearing on the Project;
- l) the Service Provider has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- m) a resolution for winding up of the Service Provider is passed, or any petition for winding up of the Service Provider is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Service Provider is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction the entire property, assets and undertaking of the Service Provider are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Service Provider under this Agreement; and provided that:
  - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement;
  - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Service Provider as at the Appointed Date; and
- n) any representation or warranty of the Service Provider herein contained which is, as of the date hereof, found to be materially false or the Service Provider is at any time hereafter found to be in breach thereof;
- o) the Service Provider submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

- p) the Service Provider has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- q) the Service Provider commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

18.1.3 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider with respect to the specific Cluster/Division/District/Block forming part of the Project; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 18.1.

18.1.4 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 18.1.3 to inform the Lenders' Representative

## 18.2 Termination for Authority Default

18.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 30 (thirty) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Service Provider or due to Force Majeure. The defaults referred to herein shall include:

- (a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Service Provider;
- (b) the Authority has failed to make any certified and undisputed payment to the Service Provider within the period specified in this Agreement;
- (c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or

18.2.2 Without prejudice to any other right or remedy which the Service Provider may have under this Agreement, upon occurrence of an Authority Default, the Service Provider shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Service Provider shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

18.3 Termination Compensation Payment – on any Default would be as per Article 26.

## 18.4 Other Rights and Obligations of the Authority

Upon Termination for any reason whatsoever:

- a) The Authority shall, be deemed to have taken possession and control of the IT Equipment set up under this Agreement forthwith.
- b) If instructed by Authority, the Service Provider shall, not later than 15 days from the date of receiving such an instruction, transfer the IT Equipment set up under the Agreement in the name of the Authority and vacate the Project site/premises for Authority's usage;  
Provided further that if the Service Provider fails to vacate the Project Site/ premises or transfer the IT Equipment in the name of the Authority within the stipulated time, the Authority shall have the right to take necessary action, at the risk and cost of the Service Provider.
- c) The Authority thereafter shall be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering upon the all Office/Facility within a Cluster(s) or any Authority controlled part of the Project;

#### 18.5 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations

## ARTICLE 19: SERVICE CONTINUITY REQUIREMENTS

### 19.1 Service Continuity

Notwithstanding Article 18, upon Termination, the Service Provider shall comply with and conform to the following:

- 19.1.1 submit to the Authority, a plan outlining the handover procedures, training of Authority/ staff in data entry requirements and plan for management of human resources (the “**Service Continuity Plan**”); and
- 19.1.2 if so required by the Authority and agreed to by the Service Provider based on mutually accepted terms and conditions, the Service Provider shall continue discharge of obligations for a period of 90 (ninety) days from the date of Termination of this Agreement based (the “**Service Continuity**”);

## ARTICLE 20: DEFECTS LIABILITY AND ASSIGNMENT

### 20.1 Liability for Defects

- 20.1.1 The Service Provider shall be responsible for remedying and removing all Defects during the Term (including any extension thereof) and for a period of 90 (Ninety) days after expiry of Term (and extension thereof if any) or after termination, and it shall have the obligation to repair or rectify, at its own cost, all Defects arising during the Term or observed by the Authority in the data entry services or Equipment during the aforesaid period. Such a defect shall be rectified by the Service Provider within a period of 15 (fifteen) days from the date of notice issued by the Authority in this regard. Any default by the Service Provider in repairing/rectifying such a defect shall be dealt as per the applicable Service and Operations & Management described in **Schedule C**.

### 20.2 Assignment and Charges

#### 20.2.1 Restrictions on Assignment and Charges

- 20.2.1.1 This Agreement shall not be assigned by the Service Provider to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- 20.2.1.2 The Service Provider shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement to which the Service Provider is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- 20.2.1.3 The Service Provider shall not mortgage/pledge/hypothecate any IT Equipment set up under this Agreement.

#### 20.2.2 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Service Provider, assign any of its rights and benefits and/or obligations under this Agreement; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

## **ARTICLE 21: CHANGE IN LAW**

### **21.1 Change in Cost for Service Provider**

If, as a result of Change in Law (confined to Applicable Law), the Service Provider incurs an increase in costs or reduction in net amount after-tax return or other financial burden, the Authority shall not be able to revise any Payment Terms of this Contract Agreement because of the same.

### **21.2 Change in Tax Structure / Tax Rate**

The prices quoted by the Service Provider, for providing the data entry services, shall be exclusive of any taxes payable on such amount. Any tax payable on the price, as on the date of the payment becoming due, shall be payable by the Authority, over and above and in addition to the price payable for the data entry services provided. The amount payable accordingly, shall be adjusted for any tax that may become payable during the term of the Contract. For sake of clarity, it is mentioned that any change in the rate of service tax or substitution of present tax structure with any new structure will also be covered and taken into account under this clause for the purpose of reimbursement of taxes payable by the service provider on the amounts paid under the Contract Agreement.

## **ARTICLE 22: INDEMNITY**

### **22.1 General Indemnity**

22.1.1 The Service Provider will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, including the Authority ("the Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of or in connection with the violation and/or non-compliance with any requirements under the Applicable Laws or Performance of Contract by Service Provider including in relation to accuracy of reports or any related agreement or on account of any Defect in the provision of services by the Service Provider, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Indemnified Persons.

22.1.2 The Authority will indemnify, defend, save and hold harmless the Service Provider against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Service Provider of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Service Provider, its subsidiaries, affiliates, Contractors, servants or agents, the same shall be the liability of the Service Provider.

### **22.2 Indemnity by the Service Provider**

22.2.1 Without limiting the generality of Clause 22.1, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

22.2.1.1 failure of the Service Provider to comply with Applicable Laws and Applicable Permits;

22.2.1.2 Incorrect or false representation/ warranty as stated in Article 7

22.2.1.3 payment of taxes required to be made by the Service Provider in respect of the income or other taxes of the Service Provider's Contractors and representatives; or

22.2.1.4 non-payment of amounts due as a result of materials or services furnished to the Service Provider or any of its Contractors which are payable by the Service Provider or any of its Contractors.

22.2.2 Without limiting the generality of the provisions of this Article 22, the Service Provider shall fully indemnify, hold harmless and defend the Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any equipment, software, IT package, information, design or process used by or on behalf of the Service Provider or its Contractors in performing the Service Provider's obligations or in any way incorporated in or related to the Project. If in



any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Equipment, or use of any part thereof, is held to constitute an infringement of any third party's intellectual property rights and its use is permanently enjoined, the Service Provider shall promptly make every effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the Equipment. If the Service Provider is unable to secure such licence within 30 days from the date of such an injunction, the Service Provider shall, at its own expense, either replace the impacted Equipment thereof with non-infringing Equipment, or modify the same so that it no longer infringes the said intellectual property rights.

### 22.3 Notice and Contest of Claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 22 (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

### 22.4 Defence of Claims

22.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 22, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

22.4.2 If the Indemnifying Party has exercised its rights under Clause 22.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

22.4.3 If the Indemnifying Party exercises its rights under Clause 22.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may

participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

22.4.3.1 the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

22.4.3.2 the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

22.4.3.3 the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

22.4.3.4 the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

- i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
- ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-Clauses of this Clause 22.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

## 22.5 No Consequential Claims

Notwithstanding anything to the contrary contained in this Article 22, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

## 22.6 Survival on Termination

The provisions of this Article 22 shall survive Termination.

## **ARTICLE 23: ACCESS RIGHTS OF SERVICE PROVIDER**

### **23.1 License Rights**

- 23.1.1 For the purpose of this Agreement and the covenants and warranties on the part of the Service Provider herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Service Provider, commencing from the Appointed Date, a “contractually required and need based” licence to access the office space provided by the Authority at each Office/Facility within Cluster(s) for carrying out data entry services; to access the Facilities as identified in the DEO Mobility Letter for carrying out Supportive Supervision activities on a monthly basis, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Term and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.
- 23.1.2 It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the Agreement, upon the Termination of this Agreement or upon expiry of Term and Extension thereof if any, for any reason whatsoever.
- 23.1.3 The Service Provider hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Service Provider a transfer or surrender of the License granted hereunder at any time after the Term has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Service Provider consents to it being registered for this purpose.

### **23.2 Restriction on Sub-licensing**

The Service Provider shall not sublicense its rights hereunder, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Service Provider to appoint Contractors for the performance of its obligations hereunder including for maintenance of all or any part of the Equipment.

## **ARTICLE 24: DISPUTE RESOLUTION**

### **24.1 Dispute Resolution**

- 24.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 24.2
- 24.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **24.2 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Authority to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Authority, either Party may require such Dispute to be referred to the Authority and the Chairman of the Board of Directors of the Service Provider for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 24.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 24.3

### **24.3 Arbitration**

- 24.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 24.2, shall be finally decided by reference to arbitration in accordance with Clause 24.3.2, 24.3.3, 24.3.4 and 24.3.5. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India, the rules there under and any statutory amendments thereof. The venue of such arbitration shall be Lucknow, and the language of arbitration proceedings shall be English.
- 24.3.2 Each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator in accordance with the Arbitration Act.
- 24.3.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 24 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Authority agree and undertake to carry out such Award without delay.
- 24.3.4 The Service Provider and the Authority agree that an Award may be enforced against the Service Provider and/or the Authority, as the case may be, and their respective assets wherever situated.
- 24.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

24.4 Nothing in this clause shall apply to the matters/ issues specified in Schedule F, in respect of which the redressal mechanism provided therein shall apply. The decision of the highest authority as specified therein, in respect of such issues, shall be final and binding on the parties.

## ARTICLE 25: MISCELLANEOUS

### 25.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 24.3, the courts at Lucknow, Uttar Pradesh shall have jurisdiction over matters arising out of or relating to this Agreement.

### 25.2 Waiver of Immunity

Each Party unconditionally and irrevocably:

- 25.2.1 agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- 25.2.2 agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- 25.2.3 waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- 25.2.4 consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

### 25.3 Depreciation

For the purposes of depreciation under the Applicable Laws, the Equipment representing the capital investment made by the Service Provider in the Project shall be owned by the Service Provider.

### 25.4 Delayed Payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, save and except otherwise expressly provided in this Agreement, the defaulting Party shall pay interest @ SBI PLR per annum for the period of delay for such amount and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

### 25.5 Waiver

- 25.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement :-
  - 25.5.1.1 shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

25.5.1.2 shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

25.5.1.3 shall not affect the validity or enforceability of this Agreement in any manner.

25.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

## 25.6 Liability for Review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

25.6.1 no review, comment or approval by the Authority of any Document, Design or Drawing submitted by the Service Provider nor any observation or inspection of the operation or maintenance of the Equipment nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Service Provider from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

25.6.2 the Authority shall not be liable to the Service Provider by reason of any review, comment, approval, observation or inspection referred to in Sub-Clause (a) above.

## 25.7 Exclusion of Implied Warranties etc.

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

## 25.8 Survival

Termination shall:

25.8.1 not relieve the Service Provider or the Authority as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

25.8.2 except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

## 25.9 Entire Agreement

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

## 25.10 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal

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

#### 25.11 No Partnership

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

#### 25.12 No Claim for Regularization/Employment

For all intents and purpose the Service Provider shall be the “Employer” within the meaning of different Labour Registrations in respect of the DEOs and Supervisors deployed under this Agreement. The persons deployed by the Service Provider for the Authority shall not have any claims of master and servant relationship nor any principal or agent relationship with or against the Authority. They shall in no case be entitled for claiming regularization / employment in the Department on the basis of having rendered services through the Service Provider.

#### 25.13 Third Parties

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

#### 25.14 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

#### 25.15 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

25.15.1 in the case of the Service Provider, be given by facsimile and/or by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person and number (in case of facsimile) as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address, are subsequently confirmed by sending a copy thereof by registered acknowledgement due, by air mail or courier;

25.15.2 in the case of the Authority, be given by email, facsimile and/or by letter delivered by hand



and be addressed to the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Service Provider; and

25.15.3 any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered.

#### 25.16 Language

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

#### 25.17 Counterparts

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

#### 25.18 Address for Correspondence:

For the Authority (Contract Signing)

[.....]  
[.....]  
[.....]  
[.....]

For the Nodal Authority (if different from Contract Signing Authority)

[.....]  
[.....]  
[.....]  
[.....]

For the Service Provider

[.....]  
[.....]  
[.....]  
[.....]

## **ARTICLE 26: COMPENSATION UPON TERMINATION**

### **26.1 Compensation Upon Termination**

#### **26.1.1 Termination due to Force Majeure Event**

If the termination is due to a Force Majeure Event, compensation payable to the Service Provider shall be as per the following:

- a. Return of the Performance Security submitted, after adjusting for applicable deductions/ Liquidated Damages as per the provisions of this Agreement.
- b. Disbursement of Monthly Fee/Payment due  
LESS  
any deductions/penalties and Insurance claims received or admitted prior to occurrence of Force Majeure event,  
if the Service Provider maintains Insurance Cover as stipulated under Article 14 of this Agreement

#### **26.1.2 Termination due to Service Provider Default:**

If the termination is due to a Service Provider Default, no Termination compensation shall be due or payable by the Authority to the Service Provider and the entire Performance Security would be forfeited besides other rights and entitlements of the Authority as mentioned under Article 18 of this Agreement.

#### **26.1.3 Termination due to Authority Default:**

If the termination is due to an Authority Default, the compensation payable by the Authority to the Service Provider shall be as per the following:

- a. Return of the Performance Security submitted, after adjusting for applicable deductions/ Liquidated Damages as per the provisions of this Agreement.
- b. Disbursement of Monthly Fee/Payment due  
LESS  
any deductions/penalties and Insurance claims received or admitted prior to occurrence of the Authority Default,  
if the Service Provider maintains Insurance Cover as stipulated under Article 14 of this Agreement

#### **26.1.4 No Compensation on Expiry of Contract Agreement Period:**

In the event of expiry of this Contract Agreement by efflux of time (the Contract term / period having run its full course) or termination of the Contract, the Service Provider shall hand over/ transfer peaceful possession of the office spaces and/or any of the facilities provided by the Authority, along with all the IT Equipment set up under this Agreement as per Clause 2.2.2, in good working condition, by rendering it free of any cost and Encumbrance and not later than 15 days.

Provided further that if the Service Provider fails to hand over the possession of said Office/Facilities and IT Equipment within the stipulated time, the Authority shall have the right to have the Site vacated and take possession of all the IT Equipment, at the risk and cost of the Service Provider.

#### **26.1.5 Transfer Fee and Charges:**

Transfer costs, stamp duties, notary fees and taxes, if applicable, for the transfer of the Service Provider procured IT Equipment including hardware/software as per Clause 2.2.2 consequent to the expiry or termination of this Agreement shall be borne by the Service Provider.

#### 26.1.6 Delayed Payment of Compensation

If for any reasons, other than those attributable to the Service Provider, the Authority fails to pay the compensation on the date of end of Contract or completion of Contract Agreement period, the Authority shall be liable to pay interest@ SBI PLR per annum thereon from the date of end of Contract or completion of Contract Agreement period till payment thereof. Provided, nothing contained in this Article shall be deemed to authorise any delay in payment of compensation in accordance with this Agreement.

#### 26.1.7 Remedies Cumulative

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED

For and on behalf of AUTHORITY by:

Signature)  
(Name)  
(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of SERVICE PROVIDER by:

Signature)  
(Name)  
(Designation)

In the presence of

1.

2.

**SCHEDULE A: DETAILED BREAKDOWN OF BLOCKS, DISTRICT HOSPITALS, DISTRICT HQ WITH CMOs,  
UPHCs AND DIVISIONS WITHIN EACH CLUSTER**

| CLUSTER 1 |              |                   |
|-----------|--------------|-------------------|
| DIVISION  | DISTRICT     | BLOCK             |
| BAREILLY  | BADAUN       | ASAFPUR           |
|           |              | BILSI             |
|           |              | BINAWAR           |
|           |              | BISALI            |
|           |              | DATAGANJ          |
|           |              | DEHGAWAN          |
|           |              | ISLAMNAGAR        |
|           |              | JAGAT             |
|           |              | MIAON             |
|           |              | QUADER CHOWK      |
|           |              | SAHASWAN          |
|           |              | SAMRER            |
|           |              | UJHANI            |
|           |              | USAWAN            |
|           |              | WAZEERGANJ        |
|           | BAREILLY     | AONLA             |
|           |              | BAHERI            |
|           |              | BHAMORA           |
|           |              | BHOJIPURA         |
|           |              | BITHRI CHAINPUR   |
|           |              | DALEL NAGAR       |
|           |              | FARIDPUR          |
|           |              | FATEHGANJ WEST    |
|           |              | KAYARA            |
|           |              | KUANDANDA         |
|           |              | MAJHGAWAN         |
|           |              | MIRGANJ           |
|           |              | MUNDIA NABI BAKSH |
|           |              | NAWABGANJ         |
|           |              | RAMNAGAR          |
|           |              | SHERGARH          |
|           | PILIBHIT     | AMARIA            |
|           |              | BARKHERA          |
|           |              | BHARATPUR HAZARA  |
|           |              | BILSANDA          |
|           |              | BISALPUR          |
|           |              | LALAUERIKHERA     |
|           |              | MARAUARI          |
|           |              | PURANPUR          |
|           | SHAHJAHANPUR | BANDA             |

| CLUSTER 1 |           |                 |
|-----------|-----------|-----------------|
| DIVISION  | DISTRICT  | BLOCK           |
|           |           | BHAWAL KHERA    |
|           |           | DADROL          |
|           |           | JAIPUR          |
|           |           | JALALABAD       |
|           |           | KALAN           |
|           |           | KANTH           |
|           |           | KHUDAGANJ KATRA |
|           |           | KHUTAR          |
|           |           | MIRZAPUR        |
|           |           | NIGOHI          |
|           |           | POWAYAN         |
|           |           | SINDHAULI       |
|           |           | TILHAR          |
| MORADABAD | AMROHA    | AMROHA          |
|           |           | DHANAURA        |
|           |           | GAJRAULA        |
|           |           | HASANPUR        |
|           |           | JOYA            |
|           |           | REHRA           |
|           | BIJNOR    | BIJNOR URBAN    |
|           |           | CHANDAK         |
|           |           | DHAMPUR         |
|           |           | HALDAUR         |
|           |           | JALILPUR        |
|           |           | KASIMPUR GARHI  |
|           |           | KIRATPUR        |
|           |           | KOTWALI         |
|           |           | NAJIBABAD       |
|           |           | NEHTAUR         |
|           |           | NOORPUR         |
|           |           | SEOHARA         |
|           | MORADABAD | BHOJPUR         |
|           |           | BILARI          |
|           |           | DILARI          |
|           |           | KANTH           |
|           |           | KUNDERKI        |
|           |           | MUNDAPANDEY     |
|           |           | TAJPUR          |
|           |           | THAKURDWARA     |
|           | RAMPUR    | BILASPUR        |
|           |           | CHAMRUA         |
|           |           | MILAK           |

| CLUSTER 1 |          |           |
|-----------|----------|-----------|
| DIVISION  | DISTRICT | BLOCK     |
|           |          | SAIDNAGAR |
|           |          | SHAHBAD   |
|           |          | SWAR      |
|           |          | TANDA     |
|           | SAMBHAL  | BAHJOI    |
|           |          | GUNNAUR   |
|           |          | JUNAWAI   |
|           |          | MANHOTA   |
|           |          | NAROLI    |
|           |          | PANWASA   |
|           |          | RAJPURA   |
|           |          | SAMBHAL   |

| CLUSTER 2 |          |                |
|-----------|----------|----------------|
| DIVISION  | DISTRICT | BLOCK          |
| ALIGARH   | ALIGARH  | AKRABAD        |
|           |          | ATRAULI        |
|           |          | BIJAULI        |
|           |          | CHAND AUS      |
|           |          | DHANIPUR       |
|           |          | GANGIRI        |
|           |          | GONDA          |
|           |          | IGLAS          |
|           |          | JAWAN          |
|           |          | KHAIR          |
|           |          | LODHA          |
|           |          | TAPPAL         |
|           | ETAH     | ALIGANJ        |
|           |          | AWAGARH        |
|           |          | ETAH           |
|           |          | JAITHARA       |
|           |          | JALESAR        |
|           |          | MARAHRA        |
|           |          | NIDHAULI KALAN |
|           |          | SAKIT          |
|           |          | SHITALPUR      |
|           | HATHRAS  | HASAYAN        |
|           |          | HATHRAS        |
|           |          | MAHO           |
|           |          | MURSAN         |
|           |          | SADABAD        |
|           |          | SAHPAU         |

| CLUSTER 2 |                   |                      |
|-----------|-------------------|----------------------|
| DIVISION  | DISTRICT          | BLOCK                |
|           |                   | SASNI                |
|           |                   | SIKANDRA RAO         |
|           | KASGANJ           | AMANPUR              |
|           |                   | GANJ DUNDWARA        |
|           |                   | KASGANJ              |
|           |                   | PATIALA              |
|           |                   | SAHAWAR              |
|           |                   | SIDHPURA             |
|           |                   | SORON                |
| MEERUT    | BAGHPAT           | BAGHPAT              |
|           |                   | BARAUT               |
|           |                   | BINAULI              |
|           |                   | CHHAPRAULI           |
|           |                   | KHEKRA               |
|           |                   | PILANA               |
|           | BULANDSHAHAR      | ANUPSHAHAR           |
|           |                   | ARANIYA              |
|           |                   | BHAWAN BHAHDUR NAGAR |
|           |                   | BULANDSHAHAR         |
|           |                   | DANPUR               |
|           |                   | DEBAI                |
|           |                   | GULAWATHI            |
|           |                   | JAHANGIRABAD         |
|           |                   | KHURJA               |
|           |                   | LAKHAWATHI           |
|           |                   | PAHASU               |
|           |                   | SHIKARPUR            |
|           |                   | SIKANDRABAD          |
|           |                   | SYANA                |
|           |                   | UNCHAGAON            |
|           | GAUTAM BUDH NAGAR | BISRACH              |
|           |                   | DADRI                |
|           |                   | DANKAUR              |
|           |                   | JEWAR                |
|           |                   | NOIDA                |
|           | GHAZIABAD         | BHOJPUR              |
|           |                   | DASNA                |
|           |                   | GHAZIABAD URBAN      |
|           |                   | LONI                 |
|           |                   | MURADNAGAR           |
|           | HAPUR             | DHAULANA             |
|           |                   | GARH MUKTESHWAR      |



| CLUSTER 2  |               |                  |
|------------|---------------|------------------|
| DIVISION   | DISTRICT      | BLOCK            |
|            |               | HAPUR            |
|            |               | SIMBHAWALI       |
|            | MEERUT        | DAURLA           |
|            |               | HASTINAPUR       |
|            |               | JANIKHURD        |
|            |               | KHARKHODA        |
|            |               | MACHRA           |
|            |               | MAWANA KALAN     |
|            |               | MEERUT           |
|            |               | PARIKSHITGARH    |
|            |               | RAJPURA          |
|            |               | ROHTA            |
|            |               | SARDHANA         |
|            |               | SARURPUR KHURD   |
| SAHARANPUR | MUZAFFARNAGAR | BAGHARA          |
|            |               | BUDHANA          |
|            |               | CHARTHAWAL       |
|            |               | JANSATH          |
|            |               | KHATAULI         |
|            |               | MEGHAKHERI       |
|            |               | MORANA           |
|            |               | MUZAFFARNAGAR    |
|            |               | PURKAZI          |
|            |               | SHAHPURR         |
|            | SAHARANPUR    | DEOBAND          |
|            |               | GANGOH           |
|            |               | MUZAFFARABAD     |
|            |               | NAGAL            |
|            |               | NAKUR            |
|            |               | NANAUTA          |
|            |               | PUWARKA          |
|            |               | RAMPUR MANIHARAN |
|            |               | SADAULI QADEEM   |
|            |               | SARSAWAN         |
|            |               | SUNEHTI          |
|            | SHAMLI        | KAIRANA          |
|            |               | KANDHLA          |
|            |               | SHAMLI           |
|            |               | THANA BHAVAN     |
|            |               | UN               |

| CLUSTER 3 |           |                    |
|-----------|-----------|--------------------|
| DIVISION  | DISTRICT  | BLOCK              |
| AGRA      | AGRA      | ACHHNERA(KIRAWALI) |
|           |           | AKOLA              |
|           |           | BAH                |
|           |           | BARAULI AHEER      |
|           |           | BICHPURI           |
|           |           | ETMADPUR           |
|           |           | FATEHABAD          |
|           |           | FATEHPUR SIKRI     |
|           |           | JAGNER             |
|           |           | JAITPUR KALAN      |
|           |           | KHANDAULI          |
|           |           | KHERAGARH          |
|           |           | PINAHAT            |
|           |           | SAIYAN             |
|           |           | SHAMSHABAD         |
|           | FEROZABAD | ARAON              |
|           |           | EKA                |
|           |           | FIROZABAD          |
|           |           | JASRANA            |
|           |           | KHERGARH           |
|           |           | MADANPUR           |
|           |           | NARKHI             |
|           |           | SHIKOHABAD         |
|           |           | TUNDLA             |
|           |           | BARNAHAL           |
|           | MAINPURI  | GHIROR             |
|           |           | JAGIR              |
|           |           | KARHAL             |
|           |           | KISHNI             |
|           |           | KURAOLI            |
|           |           | MAINPURI RURAL     |
|           |           | SULTANGANJ         |
|           | MATHURA   | BALDEO             |
|           |           | CHAUMUHAN          |
|           |           | CHHATA             |
|           |           | FARAH              |
|           |           | GOVERDHAN          |
|           |           | MANT               |
|           |           | MATHURA            |
|           |           | NANDGAON           |
|           |           | NAUJHEEL           |
|           |           | RAYA               |

| CLUSTER 3 |             |                |
|-----------|-------------|----------------|
| DIVISION  | DISTRICT    | BLOCK          |
| JHANSI    | JALAUN      | DAKOR          |
|           |             | JALAUN         |
|           |             | KADAURA        |
|           |             | KONCH          |
|           |             | KUTHAND        |
|           |             | MADHAVGARH     |
|           |             | MAHEWA         |
|           |             | NADIGAUN       |
|           |             | RAMPURA        |
|           | JHANSI      | BABINA         |
|           |             | BAMORE         |
|           |             | BANGRA         |
|           |             | BARAGAON       |
|           |             | CHIRGAON       |
|           |             | GURSARAI       |
|           |             | JHANSI URBAN   |
|           |             | MAURANIPUR     |
|           |             | MOTH           |
|           | LALITPUR    | BAR            |
|           |             | BIRDHA         |
|           |             | JAKHAURA       |
|           |             | LALITPUR URBAN |
|           |             | MADAWARA       |
|           |             | MEHRONI        |
|           |             | TALBEHAT       |
| KANPUR    | AURAIYA     | ACHHALDA       |
|           |             | AIRWAKATRA     |
|           |             | AJIT MAL       |
|           |             | AURAIYA        |
|           |             | BHAGYA NAGAR   |
|           |             | BIDHUNA        |
|           |             | SAHAR          |
|           | ETAWAH      | BARHPURA       |
|           |             | BASREHAR       |
|           |             | BHARTHANA      |
|           |             | CHAKARNAGAR    |
|           |             | ETAWAH         |
|           |             | JASWANT NAGAR  |
|           |             | MAHEWA         |
|           |             | TAKHA          |
|           | FARRUKHABAD | BARHPUR        |
|           |             | FAIZBAG        |

| CLUSTER 3 |               |             |
|-----------|---------------|-------------|
| DIVISION  | DISTRICT      | BLOCK       |
|           |               | KAIAMGANJ   |
|           |               | KAMALGANJ   |
|           |               | MOHAMDABAD  |
|           |               | NAWABGANJ   |
|           |               | RAJEPUR     |
|           | KANNAUJ       | CHHIBRAMAU  |
|           |               | HASERAN     |
|           |               | JALALABAD   |
|           |               | SARAIMMEERA |
|           |               | SAURIKH     |
|           |               | TALGRAM     |
|           |               | UMARDA      |
|           | KANPUR(DEHAT) | AKBARPUR    |
|           |               | AMRAUDHA    |
|           |               | DERAPUR     |
|           |               | JHINJHAK    |
|           |               | MAITHA      |
|           |               | MALASA      |
|           |               | RAJJPUR     |
|           |               | RASULABAD   |
|           |               | SANDALPUR   |
|           |               | SARVANKHERA |
|           | KANPUR(NAGAR) | BHITERGAON  |
|           |               | BIDHUNOO    |
|           |               | BILHAUR     |
|           |               | CHAUBEPUR   |
|           |               | GHATAMPUR   |
|           |               | KAKWAN      |
|           |               | KALYANPUR   |
|           |               | PATARA      |
|           |               | SARSAUL     |
|           |               | SHIVRAJPUR  |

| CLUSTER 4 |           |          |
|-----------|-----------|----------|
| DIVISION  | DISTRICT  | BLOCK    |
| ALLAHABAD | ALLAHABAD | BAHRIA   |
|           |           | CHAKA    |
|           |           | DHANUPUR |
|           |           | HANDIA   |
|           |           | HOLAGARH |
|           |           | JASRA    |
|           |           | KARCHANA |

| CLUSTER 4 |            |               |
|-----------|------------|---------------|
| DIVISION  | DISTRICT   | BLOCK         |
|           |            | KAUDHIYARA    |
|           |            | KAURIHAR      |
|           |            | KORAON        |
|           |            | KOTWA         |
|           |            | MANDA         |
|           |            | MAUAIMA       |
|           |            | MEJA          |
|           |            | PHULPUR       |
|           |            | PRATAPPUR     |
|           |            | RAMNAGAR      |
|           |            | SAIDABAD      |
|           |            | SHANKARGARH   |
|           |            | SORAON        |
|           | FATEHPUR   | AMALI         |
|           |            | ASOTHAR       |
|           |            | BAHUWA        |
|           |            | BHITAURA      |
|           |            | DEVMAI        |
|           |            | DHATA         |
|           |            | GOPALGANJ     |
|           |            | HASWA         |
|           |            | HATHGAON      |
|           |            | KHAGA         |
|           |            | KHAJUHA       |
|           |            | TELYANI       |
|           |            | VIJAYIPUR     |
|           | KAUSHAMBI  | CHAIL         |
|           |            | KANELI        |
|           |            | KARA          |
|           |            | MANJHANPUR    |
|           |            | MURATGANJ     |
|           |            | NEWADA        |
|           |            | SARSWAAN      |
|           |            | SIRATHU       |
|           | PRATAPGARH | ASPUR DEOSARA |
|           |            | BABAGANJ      |
|           |            | GAURA         |
|           |            | KALAKANKAR    |
|           |            | KUNDA         |
|           |            | LAKSHAMANPUR  |
|           |            | LALGANJ       |
|           |            | MANDHATA      |

| CLUSTER 4  |            |                  |
|------------|------------|------------------|
| DIVISION   | DISTRICT   | BLOCK            |
|            |            | MANGRORA         |
|            |            | PATTI            |
|            |            | PRATAPGARH BELHA |
|            |            | SANDWA CHANDRIKA |
|            |            | SANGIPUR         |
|            |            | SHIVGARH         |
|            |            | VIHAR            |
| CHITRAKOOT | BANDA      | BABERU           |
|            |            | BADOKHAR KHURD   |
|            |            | BISANDA          |
|            |            | JASPURA          |
|            |            | KAMASIN          |
|            |            | MAHUVA           |
|            |            | NARAINI          |
|            |            | TINDWARI         |
|            | CHITRAKOOT | KARVI            |
|            |            | MANIKPUR         |
|            |            | MAU              |
|            |            | PAHARI           |
|            |            | RAMNAGAR         |
|            |            | SHIVRAMPUR       |
|            | HAMIRPUR   | DHAGWAN          |
|            |            | GOHAND           |
|            |            | KURARA           |
|            |            | MAUDAHA          |
|            |            | MUSKARA          |
|            |            | NAURANGA         |
|            |            | SUMERPUR         |
|            | MAHOBA     | CHARKHARI        |
|            |            | JAITPUR          |
|            |            | KABRAI           |
|            |            | PANWARI          |
| MIRZAPUR   | BADOHI     | AURAI            |
|            |            | BHADOI           |
|            |            | DIGH             |
|            |            | GYANPUR          |
|            |            | SURIYAWAN        |
|            | MIRZAPUR   | CHIELH           |
|            |            | CHUNAR           |
|            |            | GURSANDI         |
|            |            | HALLIA           |
|            |            | JAMALPUR         |

| CLUSTER 4 |           |             |
|-----------|-----------|-------------|
| DIVISION  | DISTRICT  | BLOCK       |
|           |           | KACHAWA     |
|           |           | LALGAANJ    |
|           |           | MARIHAN     |
|           |           | PANDRI      |
|           |           | RAJGARH     |
|           |           | SEEKHAR     |
|           |           | VIJAYPUR    |
|           | SONBHADRA | BABHANI     |
|           |           | CHATARA     |
|           |           | CHOPPAN     |
|           |           | DUDDHI      |
|           |           | GHORAWAL    |
|           |           | MYORPUR     |
|           |           | NAGAWA      |
|           |           | ROBERTSGANJ |

| CLUSTER 5 |                  |                |
|-----------|------------------|----------------|
| DIVISION  | DISTRICT         | BLOCK          |
| BASTI     | BASTI            | BANKATI        |
|           |                  | BHADURPUR      |
|           |                  | BHANPUR        |
|           |                  | GAUR           |
|           |                  | HARRAIYA       |
|           |                  | KAPTANGANJ     |
|           |                  | KUDARAHA       |
|           |                  | MARWATIA       |
|           |                  | PARASRAMPUR    |
|           |                  | RUDHAULI       |
|           |                  | SALTAUA        |
|           |                  | SAUGHAT        |
|           |                  | VIKRAMJOT      |
|           | SANT KABIR NAGAR | BAGHAULI       |
|           |                  | HAISAR BAZAR   |
|           |                  | MEHDAWAL       |
|           |                  | NATH NAGAR     |
|           |                  | PPC KHALILABAD |
|           |                  | SANTHA         |
|           |                  | SEMARIYAWAN    |
|           | SIDDHARTH NAGAR  | BANSI          |
|           |                  | BARHNI         |
|           |                  | BHANWAPUR      |
|           |                  | BIRDPUR        |

| CLUSTER 5 |           |                 |
|-----------|-----------|-----------------|
| DIVISION  | DISTRICT  | BLOCK           |
|           |           | DOMARIYAGANJ    |
|           |           | ITWA            |
|           |           | JOGIA           |
|           |           | KHESRAHA        |
|           |           | KHUNIYAON       |
|           |           | MITHWAL         |
|           |           | NAUGARH         |
|           |           | USKA BAZAR      |
| GORAKHPUR | DEORIA    | BAITALPUR       |
|           |           | BANKATA         |
|           |           | BARHAJ          |
|           |           | BHAGALPUR       |
|           |           | BHALUANI        |
|           |           | BHATNI          |
|           |           | BHATPAR RANI    |
|           |           | DEORIA URBAN    |
|           |           | DESAHI DEORIA   |
|           |           | GAURI BAZAR     |
|           |           | LAR             |
|           |           | MAHEN           |
|           |           | MAJHGAWA        |
|           |           | PATHAR DEWA     |
|           |           | RAMPUR KARKHANA |
|           |           | RUDRAPUR        |
|           |           | SALEMPUR        |
|           | GORAKHPUR | BANSGAON        |
|           |           | BELGHAT         |
|           |           | BHATHAT         |
|           |           | BRAHMPUR        |
|           |           | CAMPIERGANJ     |
|           |           | CHARGAWAN       |
|           |           | DERWA           |
|           |           | GAGAHA          |
|           |           | GOLA            |
|           |           | JUNGAL KODIA    |
|           |           | KAURI RAM       |
|           |           | KHAZANI         |
|           |           | KHORABAR        |
|           |           | PALI            |
|           |           | PIPRAICH        |
|           |           | PIPRAULI        |
|           |           | SAHJANWA        |



| CLUSTER 5 |             |                 |
|-----------|-------------|-----------------|
| DIVISION  | DISTRICT    | BLOCK           |
|           |             | SARDAR NAGAR    |
|           |             | URUWA           |
|           | KUSHINAGAR  | CAPTAINGANJ     |
|           |             | DUDHAI          |
|           |             | FAZILNAGAR      |
|           |             | HATA            |
|           |             | KASIA           |
|           |             | KHADDA          |
|           |             | KUBERNATH       |
|           |             | MOTICHAK        |
|           |             | NEBUA NAURANGIA |
|           |             | RAMKOLA         |
|           |             | SUKRAULI        |
|           |             | TAMKUHI         |
|           |             | TARYASUJAN      |
|           |             | URBAN PADRAUNA  |
|           |             | VISHNUPURA      |
|           | MAHARAJGANJ | BAHADURI        |
|           |             | DHANI           |
|           |             | GHUGHULI        |
|           |             | LAKSHMIPUR      |
|           |             | MAHARAJGANJ     |
|           |             | MITHAURA        |
|           |             | NICHLAUL        |
|           |             | PANIWARA        |
|           |             | PARTAWAL        |
|           |             | PHARENDA        |
|           |             | RATANPUR        |
|           |             | SISWA           |

| CLUSTER 6 |          |           |
|-----------|----------|-----------|
| DIVISION  | DISTRICT | BLOCK     |
| LUCKNOW   | HARDOI   | AHIROURI  |
|           |          | BAWAN     |
|           |          | BEHENDER  |
|           |          | BHARAWAN  |
|           |          | BHARKHANI |
|           |          | BILGRAM   |
|           |          | HARIYAWAN |
|           |          | HARPALPUR |
|           |          | KACHOUNA  |
|           |          | KOTHAWAN  |

| CLUSTER 6 |           |                |
|-----------|-----------|----------------|
| DIVISION  | DISTRICT  | BLOCK          |
|           |           | MADHOGANJ      |
|           |           | MALLAWAN       |
|           |           | PIHANI         |
|           |           | SANDI          |
|           |           | SANDILA        |
|           |           | SHAHABAD       |
|           |           | SURSA          |
|           |           | TADIYAWAN      |
|           |           | TONDARPUR      |
|           | KHERI     | BANKEYGANJ     |
|           |           | BEHJAM         |
|           |           | BIJUA          |
|           |           | DHAUREHRA      |
|           |           | ISANAGAR       |
|           |           | KHUMBHI        |
|           |           | LAKHIMPUR      |
|           |           | MITAULI        |
|           |           | MOHAMMADI      |
|           |           | NAKAHA         |
|           |           | NIGHASAN       |
|           |           | PALIA          |
|           |           | PASGAWAN       |
|           |           | PHOOLBEHAR     |
|           |           | RAMIABEHAR     |
|           | LUCKNOW   | BUXI KA TALAB  |
|           |           | CHINHAT        |
|           |           | GOSAINGANJ     |
|           |           | KAKORI         |
|           |           | MALIHABAD      |
|           |           | MALL           |
|           |           | MOHANLAL GANJ  |
|           |           | SAROJANI NAGAR |
|           | RAEBARELI | AMAWAN         |
|           |           | BACHRAWAN      |
|           |           | BELA BHELA     |
|           |           | DALMAU         |
|           |           | DEEH           |
|           |           | HARCHANDPUR    |
|           |           | JAGATPUR       |
|           |           | JATUWA TAPPA   |
|           |           | KHIRON         |
|           |           | LALGANJ        |

| CLUSTER 6 |          |                     |
|-----------|----------|---------------------|
| DIVISION  | DISTRICT | BLOCK               |
|           |          | MAHRAJGANJ          |
|           |          | NASEERABAD          |
|           |          | SALONE              |
|           |          | SARENI              |
|           |          | SHIVGARH            |
|           |          | UNCHA HAR           |
|           |          | URBAN               |
|           | SITAPUR  | AILIYA              |
|           |          | BEHTA               |
|           |          | BISWAN              |
|           |          | GONDLAMAU           |
|           |          | HARGAON             |
|           |          | KASMANDA            |
|           |          | KHAIRABAD           |
|           |          | LAHARPUR            |
|           |          | MACHHREHTA          |
|           |          | MAHMUDABAD          |
|           |          | MAHOLI              |
|           |          | MISRIKH             |
|           |          | PAHALA              |
|           |          | PARSENDI            |
|           |          | PISAWAN             |
|           |          | RAMPUR MATHURA      |
|           |          | REUSA               |
|           |          | SANDA               |
|           |          | SIDHAULI            |
|           |          | SITAPUR URBAN       |
|           | UNNAO    | ACHALGANJ           |
|           |          | ASOHA               |
|           |          | AURAS               |
|           |          | BANGARMAU           |
|           |          | BICHHIYA            |
|           |          | BIGHAPUR            |
|           |          | FATEHPUR CHAURASI   |
|           |          | GANJ MORADABAD      |
|           |          | HASANGANJ           |
|           |          | HILAULI             |
|           |          | MIANGANJ            |
|           |          | NAWABGANJ           |
|           |          | PURWA               |
|           |          | SAFIPUR             |
|           |          | SIKANDARPUR SARAUSI |

| CLUSTER 6 |          |          |
|-----------|----------|----------|
| DIVISION  | DISTRICT | BLOCK    |
|           |          | SUMERPUR |

| CLUSTER 7 |                |                  |
|-----------|----------------|------------------|
| DIVISION  | DISTRICT       | BLOCK            |
| FAIZABAD  | AMBEDKAR NAGAR | AKBARPUR         |
|           |                | BASKHARI         |
|           |                | BHIAON           |
|           |                | BHITI            |
|           |                | JAHANGIRGANJ     |
|           |                | JALALPUR         |
|           |                | KATEHARI         |
|           |                | RAMNAGAR         |
|           |                | TANDA            |
|           | AMETHI         | AMETHI           |
|           |                | BHADAR           |
|           |                | BHETUA           |
|           |                | FURSATGANJ       |
|           |                | GAURIGANJ        |
|           |                | JAGDISHPUR       |
|           |                | JAMON            |
|           |                | MUSAFIR KHANA    |
|           |                | SANGRAMPUR       |
|           |                | SHAHGARH         |
|           |                | SHUKUL BAZAR     |
|           |                | SINGHPUR         |
|           |                | TILOI            |
|           | BARABANKI      | BANI KODAR       |
|           |                | BARAGAON MASAULI |
|           |                | DARIYABAD        |
|           |                | DEWA             |
|           |                | FATEHPUR         |
|           |                | GHUNGHTAIR       |
|           |                | HAIDERGARH       |
|           |                | HARAKH           |
|           |                | JATABAROLI       |
|           |                | RAMNAGAR         |
|           |                | SIDHAUR          |
|           |                | SURATGANJ        |
|           |                | TIKAITNAGAR      |
|           |                | TRIVEDIGANJ      |
|           | FAIZABAD       | BIKAPUR          |
|           |                | HARINTANGANJ     |

| CLUSTER 7 |           |                     |
|-----------|-----------|---------------------|
| DIVISION  | DISTRICT  | BLOCK               |
|           |           | KHANDASA            |
|           |           | MASODHA             |
|           |           | MAVAI               |
|           |           | MAYA BAZAR          |
|           |           | MILKIPUR            |
|           |           | PURA BAZAR          |
|           |           | RUDAULI             |
|           |           | SOHAWAL             |
|           |           | TARUN               |
|           | SULTANPUR | AKHAND NAGAR        |
|           |           | BALDI RAI           |
|           |           | BHADAIYAN           |
|           |           | DHANPATGANJ         |
|           |           | DOSTPUR             |
|           |           | DUBEY PUR           |
|           |           | JAI SINGH PUR       |
|           |           | KADIPUR             |
|           |           | KUREBHAR            |
|           |           | KURWAR              |
|           |           | LAMBHUA             |
|           |           | PRATAP PUR KAMAICHA |
| GONDA     | BAHRAICH  | BALHA               |
|           |           | CHITTAURA           |
|           |           | FAKHARPUR           |
|           |           | HUZOORPUR           |
|           |           | JARWAL              |
|           |           | KAISARGANJ          |
|           |           | MAHSI               |
|           |           | MIHINPURWA          |
|           |           | NAWABGANJ           |
|           |           | PAYAGPUR            |
|           |           | RISIA               |
|           |           | SHIVPUR             |
|           |           | TEJWAPUR            |
|           |           | VISHESHWARGANJ      |
|           | BALRAMPUR | GAINDAS BUZURG      |
|           |           | GAINSARI            |
|           |           | PACHERWA            |
|           |           | REHRA BAZAR         |
|           |           | SHEOPURA            |
|           |           | SHRIDUTTGANJ        |
|           |           | TULSIPUR            |

| CLUSTER 7 |          |                 |
|-----------|----------|-----------------|
| DIVISION  | DISTRICT | BLOCK           |
|           |          | UTRAULA         |
|           | GONDA    | BABHANJOT       |
|           |          | BELSAR          |
|           |          | COLONELGANJ     |
|           |          | HALDHARMAU      |
|           |          | ITİYATHOK       |
|           |          | KATRA BAZAR     |
|           |          | MANKAPUR        |
|           |          | MASKANWA        |
|           |          | MUJEHANA        |
|           |          | NAWABGANJ       |
|           |          | PANDARIKRIPAL   |
|           |          | PARASPUR        |
|           |          | QUAZIDEWAR      |
|           |          | RUPAIDEEH       |
|           |          | TARABGANJ       |
|           |          | WAZEERGANJ      |
|           | SRAWASTI | GILAULA         |
|           |          | HARIHARPUR RANI |
|           |          | IKAUNA          |
|           |          | JAMUNAHA        |
|           |          | SIRSIYA         |

| CLUSTER 8 |          |             |
|-----------|----------|-------------|
| DIVISION  | DISTRICT | BLOCK       |
| AZAMGARH  | AZAMGARH | AHIRAULA    |
|           |          | ATROLIA     |
|           |          | AZAMATGARH  |
|           |          | BILIRIAGANJ |
|           |          | HARAIYA     |
|           |          | JEHANAGANJ  |
|           |          | KOILASA     |
|           |          | LALGANJ     |
|           |          | MAHARAJGANJ |
|           |          | MARTINGANJ  |
|           |          | MEHNAGAR    |
|           |          | MIRZAPUR    |
|           |          | MOBARAKPUR  |
|           |          | MOHAMMADPUR |
|           |          | PALHANI     |
|           |          | PAWAI       |
|           |          | PHOOLPUR    |

| CLUSTER 8 |           |                   |
|-----------|-----------|-------------------|
| DIVISION  | DISTRICT  | BLOCK             |
|           |           | RANI KI SARAI     |
|           |           | SATIYAON          |
|           |           | TAHBARPUR         |
|           |           | TERWA             |
|           |           | THEKMA            |
|           | BALLIA    | BAIRIA            |
|           |           | BANSDIH           |
|           |           | BELHARI           |
|           |           | BERUARWARI        |
|           |           | CHILKAHAR         |
|           |           | DUBHAR            |
|           |           | GARWAR            |
|           |           | HANUMANGANJ       |
|           |           | MANIYAR           |
|           |           | MURLI CHHAPRA     |
|           |           | NAGRA             |
|           |           | NAWANNAGAR        |
|           |           | PANDAH            |
|           |           | RASRA             |
|           |           | REWATI            |
|           |           | SIYAR             |
|           |           | SOHAON            |
|           | MAU       | BADRAON           |
|           |           | DOHRI GHAT        |
|           |           | FATEHPUR MADAUN   |
|           |           | GHOSI             |
|           |           | KOPAGANJ          |
|           |           | MOHAMDABAD GOHANA |
|           |           | PARDAHA           |
|           |           | RANIPUR           |
|           |           | RATANPURA         |
| VARANASI  | CHANDAULI | BARHANI           |
|           |           | CHAHANIA          |
|           |           | CHAKIA            |
|           |           | CHANDAULI         |
|           |           | DANAPUR           |
|           |           | NAUGARH           |
|           |           | NIYAMATABAD       |
|           |           | SAHABGANJ         |
|           |           | SAKALDIHA         |
|           | GHAZIPUR  | BARACHAWAR        |
|           |           | BHADAURA          |

| CLUSTER 8 |          |                    |
|-----------|----------|--------------------|
| DIVISION  | DISTRICT | BLOCK              |
|           |          | BIRNO              |
|           |          | DEOKALI            |
|           |          | GONDAUR            |
|           |          | JAKHANYA           |
|           |          | KARANDA            |
|           |          | KASIMABAD          |
|           |          | MANIHARI           |
|           |          | MARDAH             |
|           |          | MIRZAPUR           |
|           |          | MOHAMMADABAD       |
|           |          | REOTIPUR           |
|           |          | SAIDPUR            |
|           |          | SUBHAKARPUR        |
|           |          | URBAN              |
|           |          | ZAMANYA            |
|           | JAUNPUR  | BADALAPUR          |
|           |          | BARSATHI           |
|           |          | BUXA               |
|           |          | DHARAMAPUR         |
|           |          | DOBHI              |
|           |          | JALALPUR           |
|           |          | KARANJKALA         |
|           |          | KERAKAT            |
|           |          | KHUTHAN            |
|           |          | MACCHHLISHAHR      |
|           |          | MAHARAJGAANJ       |
|           |          | MARIYAHU           |
|           |          | MUFTIGANJ          |
|           |          | MUNGARA BADASHAPUR |
|           |          | RAMNAGAR           |
|           |          | RAMPUR             |
|           |          | SHAHGANJ           |
|           |          | SIKRARA            |
|           |          | SOINTHAKALA        |
|           |          | SONDHI             |
|           |          | SUJANGANJ          |
|           | VARANASI | ARAZILINE          |
|           |          | BADAGAON           |
|           |          | CHIRAIGAON         |
|           |          | CHOLAPUR           |
|           |          | HARHUA             |
|           |          | KASHI VIDHYA PEETH |



| CLUSTER 8 |          |          |
|-----------|----------|----------|
| DIVISION  | DISTRICT | BLOCK    |
|           |          | PINDRA   |
|           |          | SEWAPURI |

|           |             |                   | NUMBER OF DEOs TO BE DEPLOYED / APPOINTED AT EACH FACILITY |                       |                          |            |               |
|-----------|-------------|-------------------|--|-----------------------|--------------------------|------------|---------------|
| CLUSTER   | DIVISION    | DISTRICT          | BLOCK LEVEL  | DISTT. HOSPITAL LEVEL | DISTT. LEVEL (WITH CMOs) | NUHM UPHCs | DIVSN . LEVEL |
| CLUSTER 1 | BAREILLY    | BADAUN            | 15   | 2                     | 1                        | 1          | 1             |
|           |             | BAREILLY          | 16   | 2                     | 1                        | 5          |               |
|           |             | PILIBHIT          | 8  | 2                     | 1                        | -          |               |
|           |             | SHAHJAHANPUR      | 14   | 2                     | 1                        | 2          |               |
|           | MORADABAD   | AMROHA            | 6  | 2                     | 1                        | 1          | 1             |
|           |             | BIJNOR            | 12   | 2                     | 1                        | 2          |               |
|           |             | MORADABAD         | 8  | 2                     | 1                        | 6          |               |
|           |             | RAMPUR            | 7  | 2                     | 1                        | 1          |               |
| CLUSTER 2 | ALIGARH     | SAMBHAL           | 8  | 1                     | 1                        | 1          | 1             |
|           |             | ALIGARH           | 12   | 4                     | 1                        | 4          |               |
|           |             | ETAH              | 9  | 2                     | 1                        | -          |               |
|           |             | HATHRAS           | 8  | 2                     | 1                        | -          |               |
|           | MEERUT      | KASGANJ           | 7  | 1                     | 1                        | -          | 1             |
|           |             | BAGHPAT           | 6  | 1                     | 1                        | -          |               |
|           |             | BULANDSHAHA R     | 15   | 5                     | 1                        | 1          |               |
|           |             | GAUTAM BUDH NAGAR | 5  | 1                     | 1                        | 3          |               |
|           |             | GHAZIABAD         | 5  | 3                     | 1                        | 10         |               |
|           |             | HAPUR             | 4  | 0                     | 1                        | -          |               |
|           |             | MEERUT            | 12   | 2                     | 1                        | 6          |               |
|           | SAHARAN PUR | MUZAFFARNAG AR    | 10   | 2                     | 1                        | 1          | 1             |
|           |             | SAHARANPUR        | 11   | 2                     | 1                        | 5          |               |
|           |             | SHAMLI            | 5  | 0                     | 1                        | -          |               |
| CLUSTER 3 | AGRA        | AGRA              | 15   | 2                     | 1                        | 7          | 1             |
|           |             | FEROZABAD         | 9  | 3                     | 1                        | 2          |               |
|           |             | MAINPURI          | 8  | 2                     | 1                        | -          |               |
|           |             | MATHURA           | 10   | 3                     | 1                        | 1          |               |
|           | JHANSI      | JALAUN            | 9  | 2                     | 1                        | 1          | 1             |
|           |             | JHANSI            | 9  | 2                     | 1                        | 3          |               |
|           |             | LALITPUR          | 7  | 2                     | 1                        | -          |               |
|           | KANPUR      | AURAIYA           | 7  | 2                     | 1                        | -          | 1             |
|           |             | ETAWAH            | 8  | 2                     | 1                        | 1          |               |
|           |             | FARRUKHABAD       | 7  | 2                     | 1                        | 1          |               |
|           |             | KANNAUJ           | 7  | 2                     | 1                        | -          |               |

|           |            |                  | NUMBER OF DEOs TO BE DEPLOYED / APPOINTED AT EACH FACILITY |                       |                          |            |               |
|-----------|------------|------------------|--|-----------------------|--------------------------|------------|---------------|
| CLUSTER   | DIVISION   | DISTRICT         | BLOCK LEVEL  | DISTT. HOSPITAL LEVEL | DISTT. LEVEL (WITH CMOs) | NUHM UPHCs | DIVSN . LEVEL |
|           |            | KANPUR(DEHAT)    | 10   | 2                     | 1                        | -          |               |
|           |            | KANPUR(NAGAR)    | 10   | 4                     | 1                        | 11         |               |
| CLUSTER 4 | ALLAHABAD  | ALLAHABAD        | 20   | 3                     | 1                        | 5          | 1             |
|           |            | FATEHPUR         | 13   | 2                     | 1                        | -          |               |
|           |            | KAUSHAMBI        | 8  | 1                     | 1                        | -          |               |
|           |            | PRATAPGARH       | 15   | 2                     | 1                        | -          |               |
|           | CHITRAKOOT | BANDA            | 8  | 2                     | 1                        | -          | 1             |
|           |            | CHITRAKOOT       | 6  | 1                     | 1                        | 1          |               |
|           |            | HAMIRPUR         | 7  | 2                     | 1                        | -          |               |
|           |            | MAHOBA           | 4  | 2                     | 1                        | -          |               |
|           | MIRZAPUR   | BADOHI           | 5  | 1                     | 1                        | -          | 1             |
|           |            | MIRZAPUR         | 12   | 2                     | 1                        | 1          |               |
|           |            | SONBHADRA        | 8  | 1                     | 1                        | -          |               |
| CLUSTER 5 | BASTI      | BASTI            | 13   | 3                     | 1                        | 1          | 1             |
|           |            | SANT KABIR NAGAR | 7  | 1                     | 1                        | -          |               |
|           |            | SIDDHARTH NAGAR  | 12   | 1                     | 1                        | -          |               |
|           | GORAKHPUR  | DEORIA           | 17   | 2                     | 1                        | -          | 1             |
|           |            | GORAKHPUR        | 19   | 2                     | 1                        | 5          |               |
|           |            | KUSHINAGAR       | 15   | 1                     | 1                        | -          |               |
|           |            | MAHARAJGANJ      | 12   | 1                     | 1                        | -          |               |
| CLUSTER 6 | LUCKNOW    | HARDOI           | 19   | 2                     | 1                        | 1          | 1             |
|           |            | KHERI            | 15   | 2                     | 1                        | 1          |               |
|           |            | LUCKNOW          | 8  | 9                     | 1                        | 11         |               |
|           |            | RAEBARELI        | 17   | 2                     | 1                        | -          |               |
|           |            | SITAPUR          | 20   | 2                     | 1                        | 1          |               |
|           |            | UNNAO            | 16   | 2                     | 1                        | 1          |               |
| CLUSTER 7 | FAIZABAD   | AMBEDKAR NAGAR   | 9  | 1                     | 1                        | 1          | 1             |
|           |            | AMETHI           | 13   | 0                     | 1                        | -          |               |
|           |            | BARABANKI        | 14   | 3                     | 1                        | -          |               |
|           |            | FAIZABAD         | 11   | 5                     | 1                        | 2          |               |
|           |            | SULTANPUR        | 12   | 2                     | 1                        | -          |               |
|           | GONDA      | BAHRAICH         | 14   | 2                     | 1                        | -          | 1             |
|           |            | BALRAMPUR        | 8  | 3                     | 1                        | -          |               |
|           |            | GONDA            | 16   | 2                     | 1                        | 1          |               |
| CLUSTER 8 | AZAMGARH   | SRAWASTI         | 5  | 1                     | 1                        | -          | 1             |
|           |            | AZAMGARH         | 22   | 4                     | 1                        | 1          |               |
|           |            | BALLIA           | 17   | 2                     | 1                        | -          |               |
|           |            | MAU              | 9  | 2                     | 1                        | 1          |               |

|  |          |           | NUMBER OF DEOs TO BE DEPLOYED / APPOINTED AT EACH FACILITY |                       |                          |            |               |
|--|----------|-----------|--|-----------------------|--------------------------|------------|---------------|
| CLUSTER                                  | DIVISION | DISTRICT  | BLOCK LEVEL  | DISTT. HOSPITAL LEVEL | DISTT. LEVEL (WITH CMOs) | NUHM UPHCs | DIVSN . LEVEL |
|  | VARANASI | CHANDAULI | 9  | 2                     | 1                        | -          | 1             |
|  |          | GHAZIPUR  | 17   | 2                     | 1                        | -          |               |
|  |          | JAUNPUR   | 21   | 2                     | 1                        | -          |               |
|  |          | VARANASI  | 8  | 4                     | 1                        | 6          |               |
| Sub-Total                                |          |           | 820  | 158                   | 75                       | 116        | 18            |
| TOTAL (820 + 158 + 75 +116 + 18) = 1,187 |          |           |  |                       |                          |            |               |

### SCHEDULE B: KEY PERSONNEL OF SERVICE PROVIDER

- 1) Service Provider shall deploy adequately skilled DEOs for carrying out data entry operations at each of Office/Facility within the cluster that it has successfully bid for. The Service Provider should ensure that the DEO is available for data entry services on all working days at the respective Office/Facility.
- 2) Service Provider shall deploy two (2) Supervisors per Cluster
- 3) The staffing qualification and experience should be as mentioned below:

| Resource                   | Resource Numbers   | Qualification   | Experience   |
|----------------------------|--|---|--|
| Data Entry Operator (DEOs) | Requisite number of DEOs is equal to the number of Office/Facility within a cluster which has been indicated in Schedule A | <ul style="list-style-type: none"> <li>• Minimum qualification 10+2 pass with at least CCC Certification</li> <li>• Between the age group of 18 years to 35 years</li> </ul>                  | <ul style="list-style-type: none"> <li>• Should have at least 2 years' experience of working as Data Entry Operators/Stenographers in reputed Public /Private institutions / Central / State Government offices.</li> <li>• Should be proficient in working with computers and should necessarily have knowledge of MS Excel / MS Word / MS Power Point etc.</li> <li>• Antecedents of the DEO should have been verified by the Service Provider from the local police authorities, within one month from date of joining.</li> </ul>  |
| Supervisors                | Two (2) per Cluster  | <ul style="list-style-type: none"> <li>• Minimum qualification Graduate from a Government recognized University / College</li> <li>• Between the age group of 28 years to 45 years</li> </ul> | <ul style="list-style-type: none"> <li>• Should have at least 3 years' experience in Supervising Data Entry Operations (including Data Validation, Data Quality, and Reporting) in reputed Public /Private institutions / Central / State Government offices.</li> <li>• Should have at least 2 years' experience in managing a team of at least fifty (50) Data Entry Operators or Computer Operators and should be proficient in Business Communications.</li> <li>• Should have at least 1 year of experience in dealing with Government stakeholders and should have been responsible for Administrative Tasks in the project.</li> <li>• Should be proficient in working with computers and should necessarily have knowledge of MS Excel / MS Word / MS Power Point etc.</li> <li>• Antecedents of the Supervisor should have been verified by the Service Provider from the local police authorities, within one month from date of joining.</li> </ul> |

## SCHEDULE C: SERVICE AND OPERATIONS & MANAGEMENT REQUIREMENTS

### 1) DEO Salary

The DEO shall be paid a salary in full accordance with and as per the prevailing Labour Laws, inclusive of the below mentioned Act and Laws, details of which can be accessed using the provided links. The Service Provider shall provide to the Authority, in a tabulated form, Cluster wise list of DEOs along with details of their Salary, at the time of DEO deployment. This list shall be revised on a monthly basis by the Service Provider, to reflect any changes due to appointment of new DEO(s) or replacement of existing DEO(s). The Service Provider shall comply with all the requirements under the applicable statutes/ rules/ regulations in respect of the employment of the DEOs;

a) Minimum Wages Act in the State of Uttar Pradesh:

*The Service Provider may refer the following website links to get more understanding on DEO Salaries / Wages and their inclusions/exclusions:*

- <http://labour.nic.in/wages>
- <http://uplabour.gov.in/MediaGallery/mw%2059%20niyojan%20dt%2028%2001%2014.pdf>
- <http://labour.nic.in/sites/default/files/TheMinimumWagesAct1948.pdf>
- [http://labour.nic.in/sites/default/files/TheMinimumWages\\_Central\\_Rules1950.pdf](http://labour.nic.in/sites/default/files/TheMinimumWages_Central_Rules1950.pdf)
- <http://www.paycheck.in/main/salary/minimumwages/uttar-pradesh>

b) Payment of Bonus Act

*The Service Provider may refer the following website links to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- <http://www.labour.nic.in/sites/default/files/ThePaymentofBonusAct1965.pdf>
- <http://labour.nic.in/sites/default/files/ThePaymentofBonusRules1975.pdf>

c) Employee's Provident Funds and Miscellaneous Provisions Act

*The Service Provider may refer the following website link to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- [http://www.esic.nic.in/esi\\_act.php](http://www.esic.nic.in/esi_act.php)

d) Employees State Insurance as applicable in the State of Uttar Pradesh

*The Service Provider may refer the following website link to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- <http://www.epfup.org/epfs.asp>

e) Payment of Wages Act

*The Service Provider may refer the following website link to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- <http://labour.nic.in/sites/default/files/ThePaymentofWagesAct1936.pdf>

Note: (a) The Service Provider shall also be liable to comply with changes / amendments in these Acts, or any new Act, which supersedes the existing Act on the salary payable to the DEO; (b) If it is found or reported to the Authority, anytime during the term of the Contract, that the Service Provider is misreporting or giving false figures/facts/proofs of DEO Salary Disbursement, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract, in addition to filing for criminal indictment against the Service Provider under relevant provision of Law; (c) The Service Provider shall also be responsible for adhering to the provisions of various applicable laws

including but not limited to, Labor law, Minimum Wages Act, Payment of Bonus Act and Employee's Provident Funds and Miscellaneous Provisions Act in respect to Supervisors deployed by it under this Agreement.

- 2) The Service Provider shall supply following IT equipment, Consumables and Supplies (Brand New Purchase, at its own cost for the working of the DEO at each office/facility, which shall always be in working condition for uninterrupted use:
  - a) Laptop Computer or Desktop Computer (comprising primarily of Monitor, CPU, Keyboard and Mouse), having internet Data card for internet access
  - b) Laser Jet Printer and its Consumables and Supplies (Printer Cartridges, Paper)
- 3) The Service Provider shall substitute resources deployed by it under the following conditions,
  - a) Any vacancy created at the position of a DEO at a Block/DH/UPHC/Divisional/District HQ with CMO level due to the DEO leaving a job or absenting from duty for 5 consecutive days without any official communication and not reachable during the said duration.

**Note:** In case of an absenting DEO, the BPM / DPM/Appointed Nodal Person shall officially notify the Service Provider on the end of the fifth day, post which the Service Provider shall promptly replace the missing DEO, within 7 days of receipt of official notification by the Service Provider.

    - The Service Provider shall be allowed to substitute a DEO who is on leave with another trained resource having same qualifications and eligibility as the deployed resource.
  - b) No DEO shall be replaced by the Selected Service Provider on its own, without Authority's approval.
    - The Service Provider shall be entitled to replace/remove any DEO for not performing to the satisfaction of the Service Provider. The Service Provider shall inform/communicate through email to the MOI/C or BPM/DPM/CMO regarding removal of such a DEO, citing relevant reason. If no objection is raised by the MOI/C or BPM/DPM/CMO within 7 days of such a communication then removal of the DEO shall be considered to be approved.
  - c) Any deployed DEO failing to qualify the assessment conducted post the portal training session shall be promptly replaced by the Service Provider within 7 days.

**Note:** The Service Provider may choose to simultaneously get trained during the initial on boarding, additional non-deployed resources (~10% of the overall/total DEO deployment requirement), having the same qualifications and experience as needed for eligibility, to serve as a reserve for meeting substitution requirement if any, and to avoid any applicable penalties. The Service Provider shall not be paid for any resource who has not been deployed at any office/facility.
  - d) Any DEO found insincere/unqualified in his work obligations and warned by the BPM against the same shall be reported to the Service Provider through official communication. The Service Provider shall promptly replace the erring DEO, within 7 days of receipt of official notification by the Service Provider.
  - e) If the Service Provider fails to replace DEO(s), even after 30 days of receipt of official notification, then it shall be considered as a breach of Contract and shall be treated as "Non-deployment of DEOs", which is liable for imposition of Liquidated Damage as stated in Schedule C - Clause 7 (a)

- f) Any vacancy created due to the Supervisor leaving job or absenting from duty for 5 consecutive days without any official communication and not reachable during the said duration. The Service Provider shall replace such a supervisor within 10 days of receipt of official notification by the Service Provider
  - g) All such substitution notifications served by the BPM / DPM/ Appointed Nodal Person shall be valid only with the authorization and approval from the MOI/C of the concerned Block /Data entry office/facility.
  - h) Against any such substitution requirement, the Service Provider may raise escalation / seek grievance redressal as per the Escalation Matrix in **Schedule F**. The DEO shall be not be removed/substituted until final decision has been taken by the appropriate authority as per the grievance redressal process. The decision of the final / highest authority as per Schedule F shall be final and binding.
- 4) Any maintenance requirement of IT equipment (provided under Clause 2.2.2) at each data entry office/facility, shall be the responsibility of the Service Provider. Any non-functioning equipment shall be immediately notified by the DEO to the Service Provider for rectification. In case of a lack of requisite action by the Service Provider a formal complaint and call for action would be issued to the Service Provider by the MOI/C within 3 days of such a need being identified. Any failure by the Service Provider to fulfil its said maintenance obligations within 30 days of receipt of such a notification, issued by the MOI/C in this regard, shall be considered as a breach of contract and shall be treated as “Non-provisioning of data entry equipment” which is liable for imposition of Liquidated Damage as stated in Schedule C - Clause 7 (d).
- 5) The Service Provider shall ensure the mobility of the DEO for Supportive Supervision as per the DEO Mobility Report shared by the MOI/C.
- a) The DEO shall ensure that post a visit for Supportive Supervision at a Facility, all activities related to briefing of DEO, seeking verification of reports and sharing & documentation of reports is duly carried out as covered in Clause 2.2.3).
- 6) Liquidated Damages:**  
The Liquidated Damages for breach of contract shall be recoverable from the Performance Security. In case of Liquidated Damages reaching 5% of the signed contract value (Maximum Value), this contract may be terminated as per the termination procedure.
- 7) Applicable Liquidated Damage / Penalties:**
- a) **Non-deployment of DEOs:** In case of non-deployment of DEOs at all the concerned data entry offices/facilities within 30 days of the day of signing of the contract by both parties, it shall attract Liquidated Damages as indicated in the table below. Liquidated Damages shall be recoverable from the Performance Security and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, the Contract may be terminated as per termination procedure.

| No. of data entry offices/facilities<br>Pending DEO Appointment | Liquidated Damages (non-deployment)                                      |
|---|--|
| Up to 3 data entry offices/facilities                           | @ Rs. 500 per day per data entry office/facility awaiting DEO deployment |

|  |   |
|--|---|
| Every Additional data entry office/facility  | @ Rs. 1000 per day data entry office/facility awaiting DEO deployment |
| <i>Liquidated Damages for non-deployment is capped to a maximum of 5% of the signed Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i> |   |

• **Example for Non-deployment of DEOs – Liquidated Damages Calculation:**

Case 1: If the Service Provider delays the deployment of 3 DEOs by 8 days i.e. 38 days from date of Signing of Contract, then the applicable Liquidated Damages will be: [3 DEOs x 8 Days x Rs. 500] i.e. [3 x 8 x 500] = Rs. 12,000 (Rupees Twelve Thousand).

Case 2: In-case, the Service Provider delays the deployment of 10 DEOs by 8 days i.e. 38 days from date of Signing of Contract, then the applicable Liquidated Damages will be: [(3 DEOs x 8 Days x Rs. 500) + (7 DEOs x 8 Days x Rs. 1,000)] i.e. [(3 x 8 x 500) + (7 x 8 x 1,000)] = Rs. 68,000 (Rupees Sixty Eight Thousand).

- b) **Non-Deployment of Supervisor(s):** In case of non-deployment of Supervisor(s) at the concerned Cluster(s) within 30 days of the day of signing of the contract by both parties, shall attract Liquidated Damages as indicated in the table below.

**Non-replacement of a Supervisor:** within 10 days of receipt of official notification by Service Provider as per provisions of Schedule C - Clause 3, shall result in imposition of a penalty as tabulated below,

| Factor   | Liquidated Damages (non-deployment) / Applicable Penalty (non-replacement) |
|--|--|
| Per Supervisor per day   | @ Rs. 600 per day per Supervisor not deployed or not replaced              |
| <i>Liquidated Damages for non-deployment is capped to a maximum of 5% of the signed Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i> |  |
| <i>Penalty for non-replacement of Supervisors is capped to a maximum of Rs. 15,000 per Supervisor per month and shall be adjusted from the monthly invoiced amount.</i>    |  |

• **Example for Non-deployment of Supervisors – Liquidated Damages Calculation:**

If the Service Provider delays the deployment of 2 Supervisors by 8 days i.e. 38 days from date of Signing of Contract, then the applicable Liquidated Damages will be: [2 Supervisors x 8 Days x Rs. 600] i.e. [2 x 8 x 600] = Rs. 9,600 (Rupees Nine Thousand and Six Hundred).

• **Example for Non-replacement of Supervisors – Penalty Calculation:**

If there is requirement for replacement of 1 Supervisor, and the Service Provider replaces this 1 Supervisor on the 13th day from date receipt of Official Notification, then the applicable penalty will be for 2 additional days of delay (i.e. for Day 11 & Day 12) and shall be calculated as: [1 Supervisor x 2 Days x Rs. 600] i.e. [1 x 2 x 600] = Rs. 1,200 (Rupees One Thousand and Two Hundred).

- c) **False Submission Instance:** Every instance of false submission related to Ghost DEO salary disbursement or false claim for DEO mobility expense shall be liable for recovery of Liquidated Damages as below. Ghosting of DEO Salary or Mobility expense means billing for a DEO who has not yet been deployed.

| Factor  | Liquidated Damages                          |
|---|---|
| Per occurrence of any false submission  | @ Rs. 8,000 per false submission occurrence |
| <i>Liquidated Damages for false submission is capped to a maximum of 5% of the signed</i> |   |



| Factor  | Liquidated Damages |
|---|--------------------|
| <i>Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i> |                    |

**Note:** No payment shall be made by the Authority towards the amount claimed in any false submission.

- **Example for False Submission Instance – Liquidated Damages Calculation:**

Suppose, there are 5 cases of false submission related to Ghost DEO salary disbursement in month of January 2018, then the applicable Liquidated Damages will be: [5 DEOs x Rs. 8,000] i.e. [5 x 8,000] = Rs. 40,000 (Rupees Forty Thousand).

- d) **Non-provisioning of data entry equipment**, as covered in Clause 2.2.2, within 30 days of the day of signing of the contract by both parties, shall attract Liquidated Damages indicated below.

| Delay in provisioning of data entry equipment  | Liquidated Damage per data entry office/facility  |
|--|---|
| <b>Non-provisioning</b> beyond 3 days of deployment timeline until day 5   | @ Rs. 700 per day per data entry office/facility  |
| Every additional day of delay after day 5  | @ Rs. 1400 per day per data entry office/facility |
| <i>Liquidated Damage is capped to a maximum of 5% of the signed Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i> |   |

- **Example for Non-provisioning of Data Entry Equipment – Liquidated Damages Calculation:**

Case 1: If the Service Provider has not provisioned Data Entry Equipment at 20 Data Entry Office/Facility on 36th Day from date of Signing of Contract, then the effective delay of provisioning shall be 2 days (i.e. Day 34 & Day 35) and applicable Liquidated Damages will be: [20 Data Entry Office/Facility x 2 Days of Delay x Rs. 700] i.e. [20 x 2 x 700] = Rs. 28,000 (Rupees Twenty-Eight Thousand)

Case 2: In-case, the Service Provider has not provisioned Data Entry Equipment at 20 Data Entry Office/Facility on 41st Day from date of Signing of Contract, then the effective delay of provisioning shall be 7 days and applicable Liquidated Damages will be: [(20 Data Entry Office/Facility x 2 Days of Delay x Rs. 700) + (20 Data Entry Office/Facility x 5 Days of Delay x Rs. 1,400)] i.e. [(20 x 2 x 700) + (20 x 5 x 1,400)] = Rs. 1,68,000 (Rupees One Lakh Sixty-Eight Thousand)

- e) The data entry process shall be evaluated through quarterly audits conducted by the Authority. The modality of such quarterly audits, shall be decided by the Authority in consultation with the Service Provider. It shall conduct a review basis the following parameters:
- Variance in Data Entry Coverage and Completeness
  - Variance in Data Quality and Accuracy
  - Timely uploading of data on the Portal
  - Data Entry Service performance feedback, with respect to Variance in Data Coverage and Completeness, Variance in Data Quality and Accuracy and Time uploading of Data, received from the MOI/C and the BPM / DPM / Appointed Nodal Person
  - Review of the verified Supportive Supervision Checklist- HMIS/MCTS hardcopies
  - Orientation Training of newly joining DEOs
  - Log Book Maintenance

The audit process will evaluate the adherence to DEO training requirements, completeness, accuracy and timeliness of the data captured over the month. The DEO shall also be required to present all documented reports as covered under Clause 2.2.3 during such an audit.

- f) The Service Provider shall ensure presence of the DEO at the respective Data Entry Offices/Facilities on every working day. Other than weekly off, applicable holidays and leaves as specified in **Schedule E**.
- g) The Service Provider shall ensure coverage as well as the quality of data entry on the portal. Penalty would be levied based on the performance on the said two parameters:
  - (i) The Service Provider shall ensure wider coverage of data and increased data entry in the portal in its cluster(s) through the services rendered by its DEOs. For this, the Service Provider shall ensure appointment of DEOs at all the data entry offices/facilities, as mandated within its service scope. The Service Provider shall disburse Salaries to all its deployed DEOs by the 10<sup>th</sup> of every month. A delay beyond this shall result in imposition of Liquidated Damages as indicated below,

| Delay in Salary Disbursement (in days)   | Liquidated Damages   |
|--|--|
| Payment between 11th to 20th of the month  | 5% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of DEO salaries delayed  |
| Payment between 21st to 30th of the month  | 10% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of DEO salaries delayed |
| Payment beyond 30th day of the month   | 15% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of DEO salaries delayed |
| <i>Liquidated Damage is capped to a maximum of 5% of the signed Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i> |  |

**Note:** Delay in disbursement of Salary beyond 30th of the month shall be considered as Service Provider default and breach of Contract, in-case the number of instances of disbursement of Salary beyond 30th of the month, even for a single DEO, crosses more than 4 (four) times in a year, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract.

If the Total Number of days of delay in salary disbursement even for a single DEO crosses 45 days, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract.

- **Example of Liquidated Damage on Salary payment between 11th – 20th of the month:**  
The Service Provider has paid salaries to 30 DEOs on the 16<sup>th</sup> of the month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9000/- then applicable Liquidated Damage will be: [5% x DEO Salary as per prevailing Minimum Wage Act x 30 DEOs] i.e. [5% x 9000 x 30] = Rs. 13,500 (Rupees Thirteen Thousand and Five Hundred Only)
- **Example of Liquidated Damage on Salary payment between 21st – 30th of the month:**

The Service Provider has paid salaries to 30 DEOs on the 22nd of the month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9000/- then applicable Liquidated Damage will be:  $[10\% \times \text{Salary as per prevailing Minimum Wage Act} \times 30 \text{ DEOs}]$  i.e.  $[10\% \times 9000 \times 30] = \text{Rs. 27,000}$  (Rupees Twenty Seven Thousand Only)

- **Example of Liquidated Damage on Salary payment after 30th of the month:**

The Service Provider has paid salaries to 30 DEOs on the 5th of the next/subsequent month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9000/- then applicable Liquidated Damage will be:  $[15\% \times \text{Salary as per prevailing Minimum Wage Act} \times 30 \text{ DEOs}]$  i.e.  $[15\% \times 9000 \times 30] = \text{Rs. 40,500}$  (Rupees Forty Thousand and Five Hundred Only)

- (ii) The Service Provider shall also ensure that the Supportive Supervision rendered by the DEO as stated in Clause 2.2.3 results in feedback submission for all the Data Entry Offices/Facilities covered under its service provision. Non-submission of such a monthly Supportive Supervision Checklist by any DEO for his/her respective data entry office/facility shall result in imposition of a penalty as below,

| Non-submission of Supportive Supervision Checklist- HMIS/MCTS by DEO | Total Applicable Penalty   |
|--|--|
| Missing monthly reports for a cluster                                | 5% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of missing reports |

- **Example for Non-submission of Supportive Supervision Checklist – Penalty Calculation**

If there are 5 missing monthly reports in a cluster in a given month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9,000/- then applicable penalty will be:  $[5\% \times \text{DEO salary as per prevailing Minimum Wage Act} \times 5 \text{ Missing report}]$  i.e.  $(5\% \times 9,000 \times 5) = \text{Rs. 2,250}$  (Rupees Two Thousand Two Hundred and Fifty Only)

- h) The Service Provider shall also ensure quality data entry services through complete, accurate and timely data feeding into the portal and ensure that any discrepancy addressable at its end is immediately catered to. Any variance found during validation of the HMIS/UPHMIS/MCTS data entries during quarterly audits, shall result in imposition of a penalty as below,

- (i) **Variance in Data Coverage and Completeness:**

| Variance in Data Coverage and Completeness for the Cluster | Applicable Penalty                                |
|--|---|
| Up to 5% variance  | 2% of the monthly invoiced value for the cluster  |
| Between 6% to 10% variance                                 | 3% of the monthly invoiced value for the cluster  |
| Between 11% to 15% variance                                | 4% of the monthly invoiced value for the cluster  |
| Between 16% to 20% variance                                | 10% of the monthly invoiced value for the cluster |
| Beyond 20% variance  | 15% of the monthly invoiced value for the cluster |

Description: Variance in Data Coverage and Completeness can be of the following two types and Total Penalty for Variance in Data Coverage and Completeness shall be

arithmetic sum of individual penalty amounts of the two type of Variance listed below:

- a. Variance in number of formats/records entered into the portal - number of data formats/records entered into the portal against the total number of data formats/records required to be entered in the portal {Example: 20 records were given for uploading into the portal against which only 18 records were entered into the portal; Variation in this case will be  $[(20-18)/20]*100= 10\%$  and corresponding applicable penalty shall be 3% of the monthly invoiced value for the cluster, say 3% of 1,00,000 (monthly invoice value) = Rs. 3,000}
- b. Variance due to incomplete formats/records entered into the portal – number of incomplete formats/records entered into the portal against total number of formats/records entered into the portal {Example: 200 formats/records were entered into the portal, and it was found that out of these 200 formats/records only 196 formats/records were complete in all respects; Variation in this case will be  $[(200-196)/200]*100= 2\%$  and corresponding applicable penalty shall be 2% of the monthly invoiced value for the cluster, say 2% of 1,00,000 (monthly invoice value) = Rs. 2,000}
- c. Total Penalty for Variance in Data Coverage and Completeness shall be – Rs.3,000 + Rs. 2,000 = Rs. 5,000.

**(ii) Variance in Data Quality and Accuracy**

| Variance in Data Quality and Accuracy for the Cluster | Applicable Penalty                                |
|---|---|
| Up to 2% variance                                     | 5% of the monthly invoiced value for the cluster  |
| Between 3% to 5% variance                             | 10% of the monthly invoiced value for the cluster |
| Between 6% to 10% variance                            | 15% of the monthly invoiced value for the cluster |
| Beyond 10% variance                                   | 20% of the monthly invoiced value for the cluster |

**Note:** The Authority shall conduct quality audit on HMIS/UPHMIS/MCTS data entries on quarterly basis. The modality of such quality audit, shall be decided by the Authority in consultation with the Service Provider. If the Variance in Data Quality and Accuracy for the Cluster is found to be beyond 10%, in 4 consecutive quarterly quality audits in a year, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract.

Description: Variance in Data Quality and Accuracy shall be the variance due to erroneous formats/records entered into the portal against total number of formats/records entered into the portal, which are complete in all respects.

Example: 200 formats/records were entered into the portal which were complete in all respects, and it was found that out of these 200 formats/records only 170 formats/records were correctly entered; Variation in this case will be  $[(200-170)/200]*100= 15\%$  and corresponding applicable penalty shall be 20% of the monthly invoiced value for the cluster, say 20% of 1,00,000 (monthly invoice value) = Rs. 20,000.

**(iii) Timely Data Entry**

| Percentage of formats / records entered beyond specified timelines for the Cluster | Applicable Penalty                                |
|--|---|
| Up to 7%   | 2% of the monthly invoiced value for the cluster  |
| Between 8% to 15%  | 3% of the monthly invoiced value for the cluster  |
| Between 16% to 20%   | 4% of the monthly invoiced value for the cluster  |
| Beyond 20%   | 10% of the monthly invoiced value for the cluster |

Description: Number of formats/records entered into the portal beyond specified timelines against total number of formats/records entered into the portal, which are complete in all respects.

Example: 200 formats/records were entered into the portal which were complete in all respects, and it was found that out of these 200 formats/records, 20 formats/records were entered into the portal beyond specified timelines; Percentage Calculation shall be  $[(20)/200] \times 100 = 10\%$  and corresponding applicable penalty shall be 3% of the monthly invoiced value for the cluster, say 3% of 1,00,000 (monthly invoice value) = Rs. 3,000.

## SCHEDULE D: FORMAT OF PERFORMANCE SECURITY

Dated [●]

Authority

.....  
.....  
.....  
.....

Dear Sir,

1. We understand that [●], (the "Service Provider") has entered into a Service Agreement (the "**Agreement**"), with the Authority, whereby the Service Provider has undertaken to provide the Services, subject to and in accordance with provisions of the Agreement.
2. The Agreement requires the Service Provider to furnish a Performance Security to the Authority in a sum of Rs. [●] (Rupees [●] Lakh) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term as per the provisions of the Agreement.
3. We [●], through our Branch at [●] (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Service Provider's obligations during the Term, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer duly authorized by the Authority, that the Service Provider has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Service Provider is in default in due and faithful performance of its obligations during the Term under the Agreement and its decision that the Service Provider is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Service Provider, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Service Provider for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank

were the principal debtor and any change in the constitution of the Service Provider and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Service Provider before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Service Provider contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Service Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Service Provider under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect till the subsistence of the Agreement and provided the Service Provider is not in breach of this Agreement. On successful completion of Term and upon request made by the Service Provider for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Service Provider, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the

previous express consent of the Authority in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [●] years or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this .... Day of ..... 2017

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by:

Signature:

Name:

Designation:

Address:



**SCHEDULE E: DEO WORK PLAN / WORK SCHEDULE (INDICATIVE)**

| S. No. | Activity*   | Day 1 | Day 2 | Day 3 | Day 4 | Day 5 | Day 6 | Week 1 | Week 2 | Week 3 | Week 4 | Monthly |
|--------|---|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|---------|
| 1      | MCTS/RCH Data Entry (at least 4-5 hours per day) #  |       |       |       |       |       |       |        |        |        |        |         |
| 2      | HMIS Data Entry   |       |       |       |       |       |       |        |        |        |        |         |
| 3      | UPHMIS Data Feeding   |       |       |       |       |       |       |        |        |        |        |         |
| 4      | Support to conduct validation committee meeting and correct the data as per requirement and suggested during validation meeting                 |       |       |       |       |       |       |        |        |        |        |         |
| 5      | Prepare reports and analysis for ARM and support to conduct ARM   |       |       |       |       |       |       |        |        |        |        |         |
| 6      | DEO Mobility (Supportive Supervision for Data Validation and Verification with manual records and handholding 3 days and covering 3 Facilities) |       |       |       |       |       |       |        |        |        |        |         |

# MCTS/RCH data entry and reporting shall be done on daily basis

- **Working hours:** The normal working hours shall be from 09.30 to 18.00 hours, including lunch break/rest (1/2 hour) on all working days. Working days shall be six (6) days a week.
- **Weekly-off:** Every worker shall be given a weekly off on Sunday with the provisions of Minimum Wages Act, 1948 as applicable in the state of UP as amended from time to time. The Service Provider/DEO may be called upon for the services on Sunday or Labour holidays also, if required, without any extra charge.
- **Permitted leaves:** The DEO shall follow the Government of U.P. holiday (leaves) calendar and the permitted leaves shall be maximum 15 days in a year.
- **Other activities by DEO:** The DEO may (if need be) carry out activities other than those listed in the work-plan to a maximum of 16 hours per month.

## SCHEDULE F: ESCALATION MATRIX

- Escalation matrix specifies contacts within the Authority to be notified in case of critical issues pending resolution that may lead to inefficiency in project functioning / achievement of milestones/objectives, fulfillment of Service Provider's obligations, and which may in-turn impact the project goals and performance of the Service Provider.
- These Points of Contact (POCs) within the Authority shall resolve the issue in a time-bound manner.
- All issues shall be resolved first at the lowest level (Escalation Level 1). A subsequently higher level of escalation shall be resorted to when the previous escalation at the lower level has not yielded any resolution or desired result despite proper official communication, follow ups and update.

| S.No. | Particulars   | Level 1 Escalation | Level 2 Escalation                | Level 3 Escalation |
|-------|---|--------------------|-----------------------------------|--------------------|
| 1.    | Escalation related to Data<br>Data Documentation<br>Data Collation<br>Data Submission<br>Data Entry<br>Data Collection (from Private Hospitals)<br>Data Quality<br>Data Documentation Formats<br>Supportive Supervisory Visits during Mobility<br>Any related documentation/submission<br>DEO deployment and work related | MOI/C (Block)      | CMO (District)                    | AD (Division)      |
| 2.    | Escalation related to Training  | AD (Division)      | Nodal Person as nominated by DGMH |                    |

### SCHEDULE G: RESPONSIBILITY MATRIX

| S No. | Responsibility                                       | Sub-center | PHC   | Block/CHC/Other Data entry office/facility             | District Hospitals/Medical Colleges | Private Hospitals                              |
|-------|--|------------|---|--|-------------------------------------|--|
| 1.    | Data Documentation (on approved formats)             | ANM        | Individual as identified by the respective department   | Individual as identified by the respective departments | Respective Data Entry Operator      | Hospital Staff                                 |
| 2.    | Data Collation and Submission                        | ANM        | Nodal person to be identified from one of the below*:<br>1) Pharmacist<br>2) Lab Technician<br>3) ANM<br>4) Medical Officer | MO I/C or any person designated by the MOI/C           | CMS/hospital administrator          | Hospital Staff                                 |
| 3.    | Conduct of monthly staff meetings for data collation | -          | Medical Officer   | MO I/C or any person designated by the MOI/C           | CMS/Hospital Administrator          | MO I/C or any person designated by the MOI/C** |
| 4.    | Supervisory: Overall Data Quality                    | -          | Medical Officer   | MO I/C or any person designated by the MOI/C           | CMS/Hospital Administrator          | MO I/C or any person designated by the MOI/C** |
| 5.    | Supervisory: Overall Monitoring and Responsibility   | -          | Medical Officer   | MO I/C or any person designated by the MOI/C           | CMS/Hospital Administrator          |  |

*\*The responsibility for HMIS/UPHMIS data collation shall lie with the role existing in the PHC in the given order of priority.*

*\*\* In the private facilities in the District Head Quarter (DHQ), the CMO or a person designated by the CMO shall be responsible*

**SCHEDULE H: QUANTITY AND SPECIFICATIONS OF EQUIPMENT AND ASSOCIATED SOFTWARE  
REQUIRED FOR DATA ENTRY OPERATIONS**

| QUANTITY OF EQUIPMENT (Laptop or Desktop, Laser Jet Printer and Data Card for Internet Access) along with ASSOCIATED SOFTWARE REQUIRED FOR DATA ENTRY OPERATIONS TO BE DEPLOYED |             |                   |                  |                           |               |             |
|---|-------------|-------------------|------------------|---------------------------|---------------|-------------|
| CLUSTER   | BLOCK LEVEL | DISTRICT HOSPITAL | DIVISIONAL LEVEL | AT DISTRICT HQs WITH CMOs | AT NUHM UPHCs | TOTAL       |
| CLUSTER 1   | 94          | 17                | 2                | 9                         | 19            | <b>141</b>  |
| CLUSTER 2   | 109         | 25                | 3                | 13                        | 30            | <b>180</b>  |
| CLUSTER 3   | 116         | 30                | 3                | 13                        | 27            | <b>189</b>  |
| CLUSTER 4   | 106         | 19                | 3                | 11                        | 7             | <b>146</b>  |
| CLUSTER 5   | 95          | 11                | 2                | 7                         | 6             | <b>121</b>  |
| CLUSTER 6   | 95          | 19                | 1                | 6                         | 15            | <b>136</b>  |
| CLUSTER 7   | 102         | 19                | 2                | 9                         | 4             | <b>136</b>  |
| CLUSTER 8   | 103         | 18                | 2                | 7                         | 8             | <b>138</b>  |
| <b>TOTAL</b>  | <b>820</b>  | <b>158</b>        | <b>18</b>        | <b>75</b>                 | <b>116</b>    | <b>1187</b> |

| SPECIFICATION OF EQUIPMENT AND ASSOCIATED SOFTWARE REQUIRED FOR DATA ENTRY OPERATIONS TO BE DEPLOYED |  |   |
|--|--|---|
| Sr. No.  | Equipment/Software                       | Specifications  |
| 1.   | Desktop Computer<br><br>Or<br><br>Laptop | <b>1. Desktop:</b> <ul style="list-style-type: none"> <li>• <b>Processor:</b> Intel Core i3 or higher</li> <li>• <b>RAM:</b> DDR3 - 4 GB or higher</li> <li>• <b>Hard Drive:</b> 500 GB or higher</li> <li>• <b>Monitor:</b> TFT/LCD Display - Size 17" or higher with inbuilt/slide attachable speakers</li> <li>• <b>Keyboard:</b> Standard (PS2/USB)</li> <li>• <b>Mouse:</b> Optical Standard Mouse (PS2/USB)</li> <li>• <b>Integrated sound &amp; graphics Controller</b></li> <li>• <b>Ethernet Controller with IPV6 compliant</b></li> <li>• <b>Standard OEM Warranty</b></li> </ul> <b>Or</b><br><b>2. Laptop:</b> <ul style="list-style-type: none"> <li>• <b>Processor Speed:</b> Intel Core i3 or higher</li> <li>• <b>RAM:</b> DDR3 - 4 GB or higher</li> <li>• <b>Hard Drive:</b> 500 GB or higher</li> <li>• <b>Screen Size:</b> 14" or higher</li> </ul> |
| 2.   | Laser Jet Printer                        | <ul style="list-style-type: none"> <li>• Laser Jet Printer (Monochrome/Black) – A4 or higher</li> <li>• Printing Speed: 16 ppm or higher</li> <li>• Output 600 x 600 dpi (1200 dpi effective output)</li> <li>• Memory: 2 MB minimum</li> <li>• Standard OEM Warranty</li> </ul>  |

| SPECIFICATION OF EQUIPMENT AND ASSOCIATED SOFTWARE REQUIRED FOR DATA ENTRY OPERATIONS TO BE DEPLOYED |                               |  |
|--|-------------------------------|--|
| Sr. No.  | Equipment/Software            | Specifications   |
| 3.   | Data Card for Internet Access | <ul style="list-style-type: none"> <li>• SIM Card Support (3G/4G)</li> <li>• Plug and Play with auto installation</li> </ul>   |
| 4.   | Operating System              | <ul style="list-style-type: none"> <li>• Microsoft Windows 8 or higher</li> </ul>  |
| 5.   | Microsoft Office              | <ul style="list-style-type: none"> <li>• Professional version 2016 or latest/higher</li> </ul>   |
| 6.   | Anti-Virus                    | <ul style="list-style-type: none"> <li>• Anti-Virus suite with 3 year subscription</li> </ul>  |
| 7.   | Internet Browser              | <ul style="list-style-type: none"> <li>• Google Chrome/Opera/Microsoft Internet Explorer 7 or higher</li> <li>• Internet Browser Software can be Downloaded and Installed from the Internet, <b>without any additional Cost/Charges</b></li> </ul> |

### SCHEDULE I: FORMAT FOR DEO DAILY WORK REPORT

Name of the DEO: \_\_\_\_\_

Name of Office/Facility: \_\_\_\_\_

Name of the Supervisor: \_\_\_\_\_

Name of MOI/C or BPM/DPM/CMO: \_\_\_\_\_

Month and Year of the Report: \_\_\_\_\_

| S.No. | Day of the Month | Description of the Work done | Remarks (if any) |
|-------|------------------|------------------------------|------------------|
| 1.    | Day 01           |                              |                  |
| 2.    | Day 02           |                              |                  |
| 3.    | Day 03           |                              |                  |
| 4.    | Day 04           |                              |                  |
| 5.    | Day 05           |                              |                  |
| 6.    | Day 06           |                              |                  |
| 7.    | Day 07           |                              |                  |
| 8.    | Day 08           |                              |                  |
| 9.    | Day 09           |                              |                  |
| 10.   | Day 10           |                              |                  |
| 11.   | Day 11           |                              |                  |
| 12.   | Day 12           |                              |                  |
| 13.   | Day 13           |                              |                  |
| 14.   | Day 14           |                              |                  |
| 15.   | Day 15           |                              |                  |
| 16.   | Day 16           |                              |                  |
| 17.   | Day 17           |                              |                  |
| 18.   | Day 18           |                              |                  |
| 19.   | Day 19           |                              |                  |
| 20.   | Day 20           |                              |                  |
| 21.   | Day 21           |                              |                  |
| 22.   | Day 22           |                              |                  |
| 23.   | Day 23           |                              |                  |
| 24.   | Day 24           |                              |                  |
| 25.   | Day 25           |                              |                  |
| 26.   | Day 26           |                              |                  |
| 27.   | Day 27           |                              |                  |
| 28.   | Day 28           |                              |                  |
| 29.   | Day 29           |                              |                  |
| 30.   | Day 30           |                              |                  |
| 31.   | Day 31           |                              |                  |

Verified and Attested by MOI/C or BPM/DPM/CMO of the Office/Facility

**Note: The above format is indicative and actual reporting formats can be altered/modified basis requirement of the Authority or its representatives**

## SCHEDULE J: FORMAT FOR MONTHLY AND ANNUAL REPORT

### Monthly Report Format:

The Service Provider shall submit Monthly Report, along with the Cluster-wise monthly invoice, to the Authority for verification purpose:

| Cluster Number: |                 |         |         |  | Month:                     |                            |   | Financial Year:                                    |                        |  |
|-----------------|-----------------|---------|---------|--|----------------------------|----------------------------|---|--|------------------------|--|
| #               | Name of the DEO | EPF No. | ESI No. | Gross Monthly Salary as per compliance with Minimum Wages Act (in Rs.) | Net EPF deposited (in Rs.) | Net ESI deposited (in Rs.) | Additional monthly allowance disbursed (in Rs.) | Total Monthly Salary disbursed to the DEO (in Rs.) | Date of Salary Payment | Mode of Salary Payment (Cheque/Electronic Transfer/etc.) |
| 1.              |                 |         |         |  |                            |                            |   |  |                        |  |
| 2.              |                 |         |         |  |                            |                            |   |  |                        |  |
| 3.              |                 |         |         |  |                            |                            |   |  |                        |  |
| ..              |                 |         |         |  |                            |                            |   |  |                        |  |

*Note: Please provide proof of Salary Disbursement*

### Annual Report Format:

The Service Provider shall submit an Annual Report, at the end of each Financial Year during the course of the Contract term, to the Authority for verification purpose:

| Cluster Number: |                 |         |         | Financial Year:   |   |   |
|-----------------|-----------------|---------|---------|---|---|---|
| #               | Name of the DEO | EPF No. | ESI No. | Total yearly Gross Salary as per compliance with Minimum Wages Act (in Rs.) | Total Yearly Salary disbursed to the DEO (in Rs.) | Amount of Bonus paid as DEO's Annual Bonus (in Rs.) |
| 1.              |                 |         |         |   |   |   |
| 2.              |                 |         |         |   |   |   |
| 3.              |                 |         |         |   |   |   |
| ..              |                 |         |         |   |   |   |

*Note: Please provide proof of Bonus Payment*

- ***The above formats are indicative and actual reporting formats may be added/alterd/modified basis requirement given by the Authority or its representative***