

Request for Proposal (RFP)
For Tele Consultancy Services for Primary Health Care/Medical Facility Business



Request for Proposal (RFP)
For Tele Consultancy Services for
Primary Health Care/Medical
Facility

(RFP NO. HO/NID/RFP/2023-24/374 DATED...11.09.2023.)



***NID Department, Uttar Bihar Gramin Bank, Head Office,
Sharma Complex, Kalambagh Chowk Muzaffarpur,
Bihar, 842001***

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RFP- TELE CONSULTANCY SERVICES FOR PRIMARY HEALTH CARE/MEDICAL FACILITIES

Introduction

Uttar Bihar Gramin Bank (hereinafter called the “Bank”) invites Request for Proposal from companies providing Tele consultancy services for primary health care and medical assistance via phone, video call, etc. to the customers of Bank at a very nominal fees.

The tele consultancy company must be engaged in the business of providing 24 x 7 audio and video assistance by facilitating all support services in the state of Bihar.

Shortlist of Bidders shall be prepared after evaluation of the proposals submitted, by an internally constituted panel. Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria and other data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document. The RFP document can be downloaded from the Bank’s website www.ubgb.in

The last date and time for submission of proposals, complete with all the requirements as given in the RFP document.

RFP Details

1. RFP reference no. and date	HO/NID/RFP/2023-24/374 dated 11.09.2023
2. Purpose	Selection of Health care Consultancy Companies providing Digital Health Care solutions to the customers of Partner Bank
3. Website	www.ubgb.in
4. Email address	cmfi@ubgb.in ,
5. Contact Telephone Numbers	8102913605, 8102913023

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6. Sealed RFPs to be submitted to	Chief Manager, FI and NID Department, Uttar Bihar Gramin Bank, Head Office, Sharma Complex, Kalambagh Chowk, Muzaffarpur, Bihar, 842001
7. Presentation by qualifying bidders	Shall be intimated by the Bank

Disclaimer

This invitation document is neither an agreement nor an offer and is only an invitation by Bank to the interested Companies, rendering tele consultancy services of primary health care/ medical services, for submission of Bids/proposals. The purpose of this RFP is to provide the health care consultancy Company(s) with data points, to assist them in formulation of their proposals. This document does not claim to contain all the information each health care consultancy Company may require. Each health care consultancy Company should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information in this RFP document. Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents and advisors disclaim all liability from any loss, claim, expense (including without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumption or information (whether oral or written and whether express or implied), including forecasts, statements, estimates or projections contained in this RFP document or conduct ancillary to it whether or not the losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents or advisors. The Bank reserves the right to amend, modify, add, delete, accept or cancel, in part or full, any condition or specification of the RFP, without assigning any reason. Each Bidder/Service Provider shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes. The Bank reserves the right at the time of award of contract to increase or decrease, the scope of work or other terms and conditions. The Bank reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

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A. Definitions

Bank: Bank means “Uttar Bihar Gramin Bank”

Bidder/Service Provider:

Bidder means Health care consultancy Company responding to this RFP

Recipient: Recipient means Health Care/ Medical Consultancy Company receiving this RFP

Bid/Proposal: Bid or Proposal means the response submitted by the bidder to this RFP

RMP: Registered Medical Practitioner having minimum qualification of MBBS with requisite experience and expertise.

B. General Information about Uttar Bihar Gramin Bank

Uttar Bihar Gramin Bank, a body corporate constituted under section 3 of Regional Rural Banks Act 1976, having its Head Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur, Bihar- 842001 (herein referred to as Bank). The Bank has 1028 branches controlled by 14 Regional Offices spread in 18 districts of North Bihar.

At present the shareholding pattern of UBGB is Govt of India (GOI) 50 %, Sponsor bank (Central bank of India) 35 % and Government of Bihar (GOB) 15 %. For further details please visit Bank’s website www.ubgb.in

S. No.	District	Regional Office
1	Araria	Araria
2.	Kishanganj	
3.	Katihar	Purnea
4.	Purnea	
5.	Saharsa	Saharsa
6.	Supaul	
7.	Madhepura	
8.	Madhubani	Madhubani & Jhanjharpur
9.	Darbhangha	Darbhangha
10.	Sheohar	Sitamarhi

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11.	Sitamarhi	
12.	Muzaffarpur	Muzaffarpur
13.	Vaishali	Hajipur
14.	Saran	Chapra
15.	Siwan	Siwan
16.	Gopalganj	Gopalganj
17.	East Champaran	Motihari
18.	West Champaran	Bettiah

The bank has fine-tuned its services to cater to the needs of various sections of society. The Bank has been distributing the products of life insurance, non-life insurance, health insurance and social security schemes through bank branches and has been successful in providing one stop solution to the financial need of customers.

C. Objectives:

Bank has decided to have Service Level Agreement (SLA) with health care consultancy company, keeping in view the following objectives:

- To reduce the cost of health care as the same is increasing with increase in cost of hospitalization and cost of medicines.
- To meet the increased demand of medical services as life expectancy has increased and modern-day lifestyle related diseases are prevalent. This has led to increased demand of medical services.
- To improve awareness among rural masses as there is lack of awareness amongst rural masses about medical/health care facilities which needs to be mitigated by providing affordable medical & healthcare assistance.
- To improve availability of medical and health care facilities at remote areas as lack of availability of proper medical & health care assistance/facilities for rural population and families residing in remote areas.
- UBGB seeks to educate its rural customers and make them aware about the primary and preventive health care issues by providing 360° health care solutions by engaging medical/healthcare consultancy companies who have expertise in rendering such kind of medical assistance through audio/video call, digitally enabled physical centres, tele-medicines, etc. with significant presence in rural areas.

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- To provide a unique addition in the bouquet of services being offered to its customers, realize full value of its reach and customer base and to facilitate the customers with a kind of services that would act as a final shield to address their health protection gap.
- To offer innovative health care services at very affordable cost to improve well-being of rural population.

The Bank invites proposals from eligible Healthcare Consultancy Companies (Bidder) with the view to enter into agreement (SLA) with the selected Bidder/s, to facilitate sale of primary/preventive healthcare consultancy products in 18 districts of North Bihar through our extensive network of branches.

Bidders are hereby advised to carefully go through and submit all relevant information as sought in the RFP. Details of the objectives, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses, short listing as well as other relevant information is contained in this document.

The RFP document can be downloaded from the Bank's website www.ubgb.in

D. Bidder's Eligibility Criteria (All mandatory provisions):

It is mandatory for the potential bidders to ensure that the following minimum eligibility criteria are met in order to participate in the process:

1. Company should duly have registered with National Health Authority and having a valid license as on date of submission of RFP for procuring health care consultancy business in India.
2. Company having activities as health care and the same should be incorporated under the provisions of Companies act 2013.
3. Should have commenced operations in Bihar before 31.03.2022.
4. The Bidder should have tie-up with at least two PSU Bank/ RRB for providing health care solutions to its customers.
5. The Bidder should have a dedicated team for Bihar consisting of at least 200 licensed in-house doctors(MBBS), practitioners, ANM/GNM/Nursing staff headed by a Chief Medical Officer.
6. The Bidder should have high quality IT platform and ability of providing 24x7 MBBS Doctor-on-call/consultation through audio/video call facility that too local languages and at least 1 fully functional clinic managed by MBBS Doctors in each District of North Bihar.
7. The Bidder should have a customer base of minimum 5 Lakh enrolled customers.

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8. Company should not have been blacklisted by any Regulatory or Legal Entities.
9. The Bidder must be able to provide online Prescription.
10. The Bidder should have ability and willingness to provide dedicated manpower (resources) to take care of customers on boarding at Branch Level in the jurisdiction of Banks.
11. The Bidder should adhere Tele-Medicine guidelines of Govt. in India.
12. The Bidder have adequate infrastructure for Data protection.
13. The Bidder shall not be insolvent or bankrupt (subject to any other similar proceedings).
14. Authorized representative of Bidder should submit undertaking in Form 1.
15. The Bidder should have good standing and reputation in the market and have sound business policies and ethical values.
16. The bidder has ability to provide training to Bank Staff & have ability to create infrastructure for operational clinic.
17. Bidders shall be preferably an ISO certified company.

E. Clarification and Amendment to the RFP

The Bidder may request clarifications on any clause of the RFP document up to Chief Manager, NID, UBGB. Any request for clarification must be sent through mail to (cmfi@ubgb.in) by mentioning the relevant page number and clause number of the RFP strictly in the format given below-

S. No.	Page	Point/Section	Clarification point as stated in the tender document	Queries/ Clarifications	Explanation/Remarks, if any

The Bank will respond in writing or by standard electronic means and if necessary as per time lines mentioned in “Section L - Important Dates for Bidders”.

At any time before last day of submission of Proposals, the Bank may amend the RFP by issuing an addendum and hosting it on Bank’s website. The addendum will be binding on all the bidders.

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F. Rejection of Bids

The Bank reserves the right to reject the Bid if, the Bid is incomplete as per the RFP requirements and if,

- Any condition stated by the Bidder is not acceptable to the Bank.
- The Bid is incomplete as per RFP requirements at the time of bid submission.
- The RFP and any of the terms and conditions stipulated in this document are not accepted by the Bidder.
- Required information is not submitted as per the format given.
- Any information submitted by the Bidder is found to be untrue / fake / false.
- The Bidder does not provide, within the time specified by the Bank, the supplementary information / clarification sought by the Bank for evaluation of the Bid.
- Any other reason which the Bank may deems it appropriate for rejection of the Bid.
- Any effort by the bidders to canvassing/lobbying/influence the Bank in the evaluation, ranking of proposals, and recommendation for award shall result in rejection of the Bidder's Proposal.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever at any time. The Bank may abort the entire process at any stage, thereby without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for Bank's action. The deadline for submission of the Proposals is mentioned in "Section L – Important Dates for Bidders". Proposals received after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

G. Proposal Validity

All Proposals shall be valid for a period of 180 days from the last date of submission mentioned in "Section L - Important Dates for Bidders". The Bank will make its best effort to complete the process within the specified period. However, should the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals. Under such circumstances, Bank shall not consider such proposal for further evaluation.

- The last date of submission of Bid is 10.10.2023 before 5.00 p.m. No proposal shall be accepted after this date and time.
- Bids of only those Bidders will be evaluated, who meet the minimum eligibility criteria as specified in the RFP.
- The Bank may at its sole discretion appoint or take the help of a professional agency to help the Bank in evaluation process.
- Bank may call for any additional information as required.

H. Evaluation Process:

The evaluation process will be split into 3 stages:

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Stage 1: A proposal shall be rejected if it does not meet the bidder eligibility criteria as elaborated under Section D of this document. Only eligible proposals shall be further taken up for evaluation.

Stage 2: Technical evaluation of all eligible bids will be done on the basis of the information sought in the Form No. 2 to 12. This will carry a weightage of 70 marks. The short listing will be based on the evaluation parameters & the weightage for each of the parameters as shown in the table below:

S. No.	Parameters	Marks	Marks Allocation	Data to be obtained from -
1	No of Years of Operation in Bihar	6	01yr to 02yrs – 02 02 yrs to 03 yrs -04 Above 03 yrs -06	Form 2
2	Having ISO certification	3	3	Form 2
3	Average Net Revenue for last 3 years	7	Upto 50 Cr – 04 Above 50 cr to 100cr – 05 Above 100 cr – 07	Form 2
4	Physical Support details like no. of Digitally enabled physical centres/ Health Centres in North Bihar	7	Upto 50 – 02 Above 50 to 100 - 04 Above 100 to 150 - 06 Above 150 - 07	Form 3
5	Bank tie Ups (PSU\ RRB)	7	01 mark for each tie-up, max 07	Form 5
6	Number of other financial institutions being serviced by the company	5	01 mark per FI being serviced, maximum 05	Form 5
7	Cumulative No. of clients enrolled under the scheme through PSU/RRB	8	01 mark per 100000 customer above 500000, maximum 08	Form 2
8	No. of active clients availing the services through (PSB/RRB) Bank Channel	8	01 mark per 10 thousand customer, maximum 08	Form 2
9	No. of audio/video consultation services rendered till date	6	01 marks per 50000 thousand consultation, maximum 06	Form 2

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10	No. of MBBS Doctors, ANMs/GNMs/RMP, etc. who will be the part of dedicated team rendering medical assistance facility for Bihar.	7	Upto 200 - 02 Above 200 to 300 - 04 Above 300 to 400 - 06 Above 400- 07	Form 7
11	No. of Medicine Distribution (generic) free of cost	6	Upto 10 - 02 Above 10 to 20 - 03 Above 20 to 30 - 04 Above 30 - 06	Form 7
TOTAL		70		

Stage 3: Upon RFP evaluation, the bank reserves the right to invite top rank bidders ranked in an order before a committee of Senior Executives appointed by the Bank for a presentation. The presentation shall carry a weightage of 30 marks. Successful bidders will be intimated about the date and time of presentation. Bank reserves the right to invite any number of bidders to make a presentation at its own discretion without assigning any reason.

Bidders will be ranked on the basis of sum total of the marks scored in technical evaluation process and presentation of shortlisted bidders. The bank intends to enter into service level agreement with the top bidder/s. Bank reserves the right to accept or reject any application without assigning any reason whatsoever.

In case the successful bidder is not agreeable to signing the service level agreements or impose any conditions not acceptable to the bank or communicate any changes from their stated responses in the RFP or presentations made to the Bank which may not be acceptable to the Bank, the Bank may at its sole discretion decide to partner with the next ranked bidder/bidders. Here it would be pertinent to mention here that Bank shall be within its right to stipulate such terms and conditions as it may deem fit including the good practices to be followed by the health care consultancy company and those which it should not adopt in the Service Level Agreement.

I. Preparation of Proposal

In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

While preparing the Proposal, the Bidder must give particular attention to the following:

- The data should be furnished strictly in accordance with the format specified.
- All monetary numbers should be in Indian Rupees. Denomination in INR Crores is preferred for large numbers.

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Submission of the data in the wrong type of formats may result in the Proposal being deemed non-responsive at the discretion of the Bank.

ACCEPTANCE OF TERMS:

Each Bidding entity acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor it would be construed as any investigation or review carried out by a Bidding entity. The Bidding entity unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

The below given Annexure should accompany the bid:

1. Company profile, performance and achievement.
2. Profile of Directors.
3. Articles of Association and Memorandum of Association.
4. Audited Balance Sheet and Profit and Loss Account of the bidder as well as parent/holding Company for latest three years.
5. A copy of board resolution along with the copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the application document.
6. The Application shall be typed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the Contract.
7. All the enclosures/annexure/scheduled shall be serially numbered with rubber stamp of the participating Applicant. The person or persons signing the Application shall initial all pages of the Application.
8. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Application.
9. The Application document/proposal shall be spirally bound.

J. Submission, Receipt and review of Proposals

The original bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person, who has signed the proposal, must sign such corrections. An authorized representative who would be signing the Submission letter shall sign all pages of the original Bid Document with company seal. The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted at the same time.

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The bidder understands that the Bank is a Regional Rural bank. The Bank and its officials are bound by guidelines of governance and transparency in processes. The Bank has undertaken the RFP process to ensure that there is transparency and fairness in the process of selection of suitable consultancy partner and the Bank and its customers get the best possible support and service to the extent permitted under applicable laws and guidelines.

Therefore, from the time the Bid are submitted, to the time the Bidders are shortlisted, the Bidder should not contact the Bank or any officials of the Bank on any matter, except to seek clarifications or respond to the queries of the Bank in writing or email. Any effort by Bidders to influence the Bank in the examination, evaluation, ranking of proposals and recommendation forward shall result in the rejection of the Bidders' Proposal. The Bank reserves the right to seek clarifications from the Bidders. Such clarification(s) shall be provided by the Bidder within the time specified in "Section L - Important dates for bidders", by the Bank for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing through email.

Uttar Bihar Gramin Bank, its employees or its consultants are not liable towards any financial loss caused to the bidder either directly or indirectly as a result of their response to this RFP.

Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted at the same time in a single sealed envelope super-scribed as "**Uttar Bihar Gramin Bank –RFP for Tele Consultancy Services for Primary Health Care/ Medical Facility Business**". An authorized representative who would be signing the Submission letter shall initial all pages of the proposal with company seal. The Name and address of the Bidder and date of submission of the RFP are to be specifically mentioned over the envelope. If the outer envelope is not sealed and marked properly, the Bank will assume no responsibility for the Bid's misplacement or premature opening. Bank will not be responsible for any postal delays and submission by way of e-mail is not acceptable.

K. Terms and Conditions

1. Force Majeure: Notwithstanding the above provisions, the Successful bidder shall not be liable for termination on account of default if and to the extent that the delay or failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

2. Confidentiality: The RFP document is provided to the Recipient on the understanding that the Recipient shall maintain confidentiality of the contents herein. The Recipient, by virtue of accessing this document, shall be deemed to be under an obligation

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to protect the confidentiality of the contents herein. The Recipient shall use the information/contents provided herein solely for the purpose of evaluation/ submission of its Bid and not for any other purpose. The Recipient shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank. Any reproduction of this RFP by Xerox/Photostat/Electronic or any other means is strictly prohibited without prior consent of the Bank. The Bank is entitled to be indemnified by the Recipient without any cap for any loss/damage to reputation and / or for any breach of confidentiality.

Customer Confidentiality:

- (a) The customer profile or information collected from the customer for the purpose of opening of account is to be treated as confidential and details thereof are not to be divulged to a third party for cross selling or any other like purpose and should be in conformity with the guidelines issued in this regard.
- (b) Any other relevant information from the customer should be sought separately with his/her consent. The Risk assessment done for the customers are to be kept confidential and details not to be divulged except as specified in the policy.
- (c) During the term of tie up arrangement period and thereafter, the service providers and bank shall safeguard and treat as confidential all information that they have received from each other to the extent that it is not publicly known, and that is to be considered a business secret. Furthermore, the Parties shall take necessary precautions to prevent the unauthorized use of such information by employees.
- (d) Service provider Company should irrevocably agree and undertakes that it shall keep the confidential information pertaining to Bank and that of Bank's customers secret and confidential and shall not disclose the same, in whole or in part, to any person without the express and prior written permission of Bank.
- (e) Service providers Company shall ensure that the confidential information is used on a need-to-know basis for the limited purpose of performance of the service providers' obligation under the requirement of service product.
- (f) All confidential information pertaining to Bank, obtained by the service provider company shall, immediately upon Banks' request or upon expiry or termination of tie up arrangements, be returned to Bank or destroyed including any and all copies and adaptations thereof without retaining any copies thereof.
- (g) Health service Company (Service Provider) should agree to take all necessary action required to protect the confidential information of Bank against misuse, loss, destruction, deletion and/or alteration and shall not misuse or permit misuse directly or indirectly or commercial exploit the confidential information for economic or any other benefit. Company should immediately notify Bank of any unauthorized or improper use or disclosure of confidential information that may come to its knowledge.

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- (h) If company becomes aware of any premature leak of confidential information of Bank or becomes aware of any circumstances creating a risk of such a leak, shall immediately inform the management of Bank of such leak or of such circumstances.
- (i) The service provider company should establish and maintain appropriate administrative, technical and physical safeguards to protect any confidential information/personal data/sensitive personal data accessed or received under this tie up agreement, as may be required to comply with the applicable laws including the Information Technology Act, 2000 and the rules framed thereunder.
- (j) Any Claim for such damages shall be the sole liability of service provider in case the reasonable security practices as mandated by Bank, its regulator and the law applicable are not adhered to.
- (k) Company shall manage and handle customer's data and Banks data including Sensitive Personal Data or Information (SDPI) as defined in the Information Technology Act, 2000 and Rules made thereunder only on a physical/virtual server located only within the shores of India, which shall also be applicable to Data Recovery (DR) sites maintained/managed by the company, and shall not take out / allow to take out any kind of data outside of India unless it is explicitly approved by Bank.

3. Potentially Vulnerable Customer (PVC):

- (i) The Potentially Vulnerable Customers are prone to financial abuse due to their level of education, age, income, profession, demography, financial understanding etc. Protecting vulnerable customers and helping them protect themselves is important for any financial institution.
- (ii) The financial abuse is when someone misuses money, financial resources, or property or assets without the owner's knowledge or consent due to various limiting factors of the customer. The aim of identifying PVC is to enforce Customer welfare by protecting customers against financial abuse, empowering customer by giving them access to information and to redress customer issues/complaints.
- (iii) The Potentially Vulnerable customers can broadly be identified as:
 - a) Low income group (annual income say below Rs. 1.00 Lac),
 - b) Those with low level of education (below class X)
 - c) Customers who are employed in certain profession such as Blacksmith, Cook, Crane operator, Deliveryman, Helper, Driver, Fishermen, Freight Handler, Labourer, Maid/ Housemaid/ servant, Peddler, Porter/ Coolie, Rickshaw puller/cycle Rickshaw, etc. or other customers with similar occupation profile
 - d) Unemployed individuals,
 - e) Customers in receipt of windfall through lottery win, gift, inheritance etc.,

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- f) Physically disabled persons or persons with terminal illness,
 - g) Young individuals (age below 18 years) and
 - h) Senior citizens & older individuals.
- (iv) PVC Customers may not be able to take informed decisions about their appetite to risk. As such, it is to be ensured that suitability is assessed at the time of providing service products and the right product is offered/ sold to the customer with due consideration of the customer's need.
- (v) It is preferred to simplify the product on its benefit and offer, while educating the above mentioned category of the customers (PVC) about the possible risk factors and not to make any extraordinary or exaggerating claim apart from the information as provided in the product. In situations where in the customer has limited understanding of English language, the staff member offering/explaining the product should be able to speak and understand the language spoken by the customer. Additionally, the sales literature and brochures used during the sale should be ideally in the language that is understood by the customer. Company must take an above mentioned note while referring PVC. Further Service providers must have local language speaking call center as well as Hindi speaking Registered Medical practitioners and E – clinic assistance for better understanding of services to PVC in the jurisdiction of Bank.

4. KYC & AML Guidelines:

- (i) The compliance to Know Your Customer (KYC) standards and Anti-Money Laundering (AML) norms issued by the Bank from time to time should be strictly adhered to.
- (ii) Transactions in cash should be discouraged and efforts should be made to execute all transaction through account transfers/cheques only.

5. Complaints & Grievances Redressal:

- All customers who has taken the service product are treated fairly at all times.
- All queries, requests and complaints, raised by customers are dealt with courtesy, accuracy and resolved in time.
- Customers are made aware of their rights to enable them opt for alternative remedies, in the event of their being not satisfied with service providers response or resolution to the complaint.

6. Grievance Redressal Procedure:

For any grievance related to service product, customer can approach any of the below mentioned touch points for redressal. Requisite systems are to be in place to receive/address and resolve prospective customers' queries, requests and complaints at all touch points

- Call on specified number provided for complaint by the health service providers.
- E-mails: Policyholders can send an e-mail for any clarifications. The complaint will be resolved by specified person in a given Turn-Around-Time

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- (TAT) and responds to the customer.
- Letters: enrolled customer can send a letter to the address of service provider. Service provider resolves the query in a given TAT and responds to the customer.
 - With the advent of social media, complaints may also be received from customers through the various social media platforms like Facebook, Twitter etc. The complaints received through these platforms must also be processed for redressal by Health Service provider.

7. Code of Conduct:

(i) Purpose and Scope of the Code:

Code of conduct is to demonstrate the core values of being a fiduciary by establishing professional standards in their dealings with the customer's / service takers so as to exemplify the values of transparency, competency, fairness, integrity and thereby seek to inspire and maintain trustworthiness in the profession of health service providers.

(ii) Obligations of the Health Service Providers:

- a. Health service provider must consider customer's / service takers interest as paramount and exercise due diligence and take proper care.
- b. Health service provider should try to avoid conflict of interest as far as possible.
- c. Health service provider shall ensure that financial incentive should not form the basis of acquiring business and shall promote a culture of ethics and integrity within the organization, so as to dissuade unfair practices, conflicts, aggressive sales tactics and other inappropriate conduct directed to achieve sales targets in disregard of its duties of care, diligence and loyalty.
- d. Health Service provider shall not collude or undertake malpractices such as carrying out unethical practices, selling unsuitable products to clients by making false or misleading statements, concealing or omitting material facts of the scheme, etc.

Compliance related obligations:

- a. Health service provider should comply all requisite guidelines of National Health Authority or Indian Medical Association or other regulatory body prescribed for doing such services of Tele / video consultancy for health care/ medical facility and opening of E-clinic etc.
- b. Health service provider shall ensure that their Representatives including professionals at E –clinic have the necessary certificate training and experience to perform their respective services.
- c. Health service providers and their Representatives shall maintain confidentiality of all information relating to the client, and shall not:

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- (i) Share or publish such information in any private or public forum without prior written consent of the concerned person/ Bank.
- (ii) Share or make any disclosure to any third party except pursuant to any filings or disclosures as may be required under applicable law or order of any court or regulatory body.
- (iii) Share data with Group Companies or any other person for cross marketing.
- (iv) Health service Providers and their Representatives shall comply with the Data Sharing Principles and the applicable laws on Personal Data Protection.
- (v) Health service providers shall adhere to contractual agreements with the tie up relating to data privacy to ensure that the data is always protected, used only for the purpose for which it was obtained and purged as soon as the data is no longer required to be stored for rendering services for which it was collected or stored securely.

Infrastructure, record keeping and other related obligations:

- a. Physical Infrastructure: Health service provider should maintain necessary infrastructure to support in maintaining high service standards to customers.
- b. Digital Infrastructure: Health service providers should have adequate digital infrastructures required to provide offered health services with high standard of data protections.

Internal control, financial and operational resources: The Health service providers should have internal control procedures and financial and operational systems and processes which can be reasonably expected to detect and prevent mis-selling as well as mitigate financial loss arising from fraud and other dishonest acts, professional misconduct or omissions, theft, or force majeure events.

Record keeping: Health service providers should maintain adequate records in relation to clients, whether in physical or digital form, as applicable, in compliance with the applicable laws, including KYC records.

Client related obligations:

- a. Health Service providers shall provide full and updated information on schemes/ products/ services, and shall not deliberately withhold or omit any material fact or information about particular scheme /product/ services.
- b. Any additions, revisions to the customer's contact details /information is done only upon receipt of such information from the customers or the customers authorized person.
- c. Application forms submitted by the customers are not tampered with, whether by inserting, deleting or modifying any information / field in the application

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forms.

- d. Health service providers shall endeavour to resolve customer's grievances/complaints arising out of marketing, sale and distribution activities and shall provide complete assistance for redressal of grievances/ complaints within the stipulated time frame.

Other obligations:

- (i) Health service providers shall ensure that their Representatives / E-clinic professionals undergo training on proper conduct for their sales, marketing and distribution activities and focusing on awareness and understanding of their obligations towards the clients/customers.
- (ii) Adequate procedures to be followed in performance of their functions so as to prevent and detect any frauds and errors, and
- (iii) Responsible usage of social media platform with respect to content standards, authenticity and approval for the information, frequency of usage and other ethical practices.
- (iv) Health service providers shall immediately notify the Bank, in writing, if any of its Representatives has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or whose employment/service has been terminated on account of any of the aforesaid bad acts.
- (v) All compliance required by National Health Authority, Bank and its regulators has to be complied by the service providers and any default in compliance may lead to termination along with penalty to the service providers and forfeiting of security deposit.
- (vi) No discrimination shall be made on the basis of caste/creed/religion/gender etc., and Company shall ensure the proper render of facility services and availability of completely operational E-clinic facilities to the eligible and enrolled patients without discrimination.
- (vii) Any co-branded documents/mailers /materials shall be pre-approved in writing by the Bank.
- (viii) Company shall provide complimentary Tele-Medicine services to Bank employees and their family members without any cost.
- (ix) **Subject to Applicable law, Company further agree that commission/remuneration shall continue to accrue or be payable to the Bank even after the expiry or termination of the agreement for the renewal of the product solicited/sourced during the subsistence of this agreement.**

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8. Resolution of Disputes: All disputes and controversies between Bank and Recipient shall be subject to the exclusive jurisdiction of the Courts in **Muzaffarpur** (Bihar) and the parties agree to submit themselves to the jurisdiction of such court.

9. Arbitration: Any dispute/differences arising out or in connection/relating to the bidder under and pursuant of SLA signed between the Bank and the bidder, shall be resolved by mutual negotiations in good faith. If the matter/dispute failed to resolve by mutual negotiations in good faith the parties/either party shall refer such disputes/differences to the Sole Arbitrator to be appointed by Uttar Bihar Gramin Bank, upon after issuance of 15 (fifteen) days of notice in writing to the other party clearly stated therein the specific dispute/s. The Arbitration proceedings conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended up to date or any other legislation for the time being in force. The place and seat of Arbitration shall be in **Muzaffarpur** and shall be conducted in English language. Further parties shall equally bear the costs, fee, etc. of Sole Arbitrator”.

10. Inspection of Records: All Bidder records with respect to any matters covered by this tender shall be made available to Bank and/or the RBI or competent authorities, its auditors at any time during normal business hours, as often as Bank/RBI/ competent authorities/Regulatory Authority deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

11. Legal Relationship: No binding legal relationship will exist between any of the Recipients and the Bank until execution of a contractual agreement to the full satisfaction of both the parties.

12. Termination of Tie-up Arrangement:

- (i) The Tie up arrangement can be terminated by SP by giving 90 days' notice with reason and in this situation Bank can forfeit the security deposit amount or Bank can terminate the agreement by giving notice.
- (ii) After expiry of tie up; If not extended, the arrangement will automatically expire and be of no binding force except for the rights to be exercised and responsibilities to be undertaken which may accrue or arise out of the events that occurred during the subsistence of the tie up.
- (iii) Bank may terminate this Agreement immediately upon written notice to the other Party (“Defaulting Party”), without the need for judicial recourse, upon the occurrence of any one or more of the following:
 - (a) Dissolution of the Defaulting Party or revocation, suspension or termination of any license held by the Defaulting Party that is required to perform the Services;
 - (b) Breach by the Defaulting Party of any provision of the Agreed terms or the commission of any act that is illegal;
 - (c) Change of Control.
 - (d) Failure of Defaulting Party to remit any due amount to the Bank upon demand or

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commission by Defaulting Party of any fraud against the Bank.

(e) If the Party suffers an Insolvency Event; or

Termination shall not affect any provision of the Agreed terms, whether express or implied, would survive such termination. On termination of this Agreement for any reason:

(i) Defaulting Party shall cease to use the trademark/s, logo/s or name/s of Bank and shall discontinue all actions and representations from which it might be inferred there is any continuing connection or relationship whatsoever relating to the participating in, and promotion of, the Services.

(ii) Notwithstanding anything contained herein above, any payments due and payable to each other in terms of this Agreement at the time of termination of tie up arrangements hereof shall be made in full within 30 (Thirty) days of such termination.

(iii) Notwithstanding anything contained herein above, company shall ensure the benefits are available to customers to whom facility services have been issued irrespective of the termination of the tie up arrangements.

(f) Notwithstanding the afore stated, the Bank shall be entitled to terminate this Agreement forthwith (a) pursuant to guidelines, rules, regulations, notifications, orders issued by the RBI/NHA/NMC/CDSCO/Government of India or any other statutory authority (b) upon violation by the company employees of any provisions of guidelines, rules, regulations, notifications, orders issued by the RBI / Government of India/ NHA/NMC/CDSCO any other regulatory authority from time to time.

(g) By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with the Bank within the period of 30 days will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of the Bank.

13. Indemnification:

Without prejudice to the rights of the Parties under the arrangements or applicable Law, the party (“**Indemnifying Party**”) hereby indemnifies and agrees to hold the Bank harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with:

- i. any breach of agreed terms of the representations and warranties.
- ii. negligent performance or non-performance of the Agreed term;

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iii. the enforcement of this Agreed terms;

14. Not a Joint Venture: Both Bank as well as service provider company shall be independent business and legal entities. Except as provided in tie up arrangement, and not be considered as joint venture and relation is limited to the extent of terms of tie up arrangements only.

15. Service Level Agreement: Upon completion of the selection process, the selected Health Care/ Medical Consultancy Company should sign a Service Level Agreement with the Bank.

16. Other Terms and conditions

- i. The Health Care Consultancy Company should submit the process document on application collection, premium reconciliation, acknowledgement issuance and query/grievance resolution.
- ii. **The successful applicant will have to submit a Non-Disclosure Agreement (strictly on the lines of format given in Schedule - 2 of this RFP on Non-judicial stamp paper of value Rs. 1,000/-), Interest free Security Fee Deposit for the amount of Rs. 25 lakh for the duration as decided by Bank together with acceptance of all terms and conditions of RFP.**
- iii. All interested/ willing/ enrolled customer of Bank are to be provided with Tele-medical services free of cost for first 90 days, only after which annual premium should be collected/ debited from their account.
- iv. The selected Health Care Consultancy Company must set up requisite no. of local Digitally enabled physical centres having basic medical equipment & facilities with duly assigned health assistant (ANM/GNM, etc.). Qualified and specialized Registered Medical Practitioner (MBBS) for diagnosing the patient and video call facility for getting suitable guidance for 24x7.
- v. **The company will open a current account with Bank for collection of premium as well as subsequent renewal premiums and keep maintain 50% of premium balance at any point of time in current account as an Additional interest free Security deposit.**
- vi. The company should have a wide range of products based on the need and requirement of Bank customers.
- vii. The products should be in line with the market conditions and should be competitive enough, to restrain our clients from looking anywhere else.
- viii. The company should have fair and speedy one stop health care solution to all the subscribers for 24 x 7.
- ix. The company should be in position to remit the revenue/commission payable to the bank every month at the corporate level with complete details by the 10th of succeeding month.
- x. The selected Health Care Consultancy Company should provide necessary training to the staff of the Bank if required.
- xi. Selected Bidder shall be the “Principal Employer” of the employees, agents, contractors, sub-contractors etc. engaged by the selected bidder and shall be

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vicariously liable for all the acts, deeds, matters or things whether the same is within the scope of power or outside the scope of power, vested under contract. No right of any employment in bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, sub-contractors, etc. by the selected bidder, for any assignment under contract. All remunerations, claims, wages, dues, etc. of employees, agents, contractors, sub-contractors etc. of selected bidder shall be paid by the selected bidder alone. Bank shall not have any direct or indirect liability or obligations to pay any charges, claims or wages of any of the selected bidder's employees, agents, contractors, sub-contractors etc.

- xii. Selected bidder shall agree to hold Bank, its successors, assigns and administrator fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to bank through the action of selected bidders' employees, agents, contractors, sub-contractors etc.
- xiii. Bank shall decide on change or discontinue the variety of and the manner of providing the service facility.
- xiv. The Bidder shall indemnify Bank and keep indemnified against any loss arising out of deficiency in service or fraud, embezzlement of funds committed by the the employees of the bidder or damage caused to bank by misdeeds of the employees of the bidder or any loss / damage that Bank may sustain on account of violation of patent, trademarks, logo etc. by the Bidder by executing an instrument to the effect on a Non-Judicial stamp paper.
- xv. Furthermore, the bidder shall be jointly and severally liable towards the Bank for any breach, non-performance or violation of the terms of this agreement by the bidder, and its employees, shall keep the Bank, its employees and shareholders harmless and indemnified to the extent of any loss incurred by the Bank on account of omission and commission of the bidder, its employees with respect to all dealings with the customers, pursuant to this Agreement.
- xvi. The terms and conditions as specified in the RFP and addendums, if any, thereafter will be final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may, in sole discretion of the Bank, be disqualified.
- xvii. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- xviii. The Bank reserves the sole and exclusive right, at its absolute discretion, to amend, modify, delete, make revisions or effect any change in the RFP before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums, if any, as it deems necessary in its sole discretion. The Bank will inform all Bidders about changes, if any at the earliest.
- xix. The Bank may revise any part of the RFP, by providing a written addendum to all the short-listed Bidders at any stage till the award of the final contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date.
- xx. The Bank reserves the right to extend the dates for submission of responses to this RFP.
- xxi. Bidder / vendor shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit.
- xxii. **Visitorial Rights:** The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI)/UIDAI shall have the right to visit any

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of the successful Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The successful Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

- xxiii. The Bidders will allow bank officials or their authorized representatives to visit their offices/locations for verification and audit purposes.
- xxiv. By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with the Bank within the period of 30 days will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of the Bank.

L. IMPORTANT DATES FOR BIDDERS

S. No.	Subject	Details
1.	RFP Ref. Number & Date	HO/NID/RFP/2023-24/374 dated 11.09.2023
2.	Purpose	Selection of a Health Care Consultancy Company for Primary Health care/ Medical Facility Business
3.	Date & Time for seeking clarification for RFP	26.09.2023, 5.00 pm
4.	Date by when Bank will respond to the clarifications sought by Bidders	28.09.2023, 5.00 pm
5.	Last Date & Time for Bidders to submit response to RFP.	10.10.2023, 5.00 pm
6.	Date & time for opening of Bid	10.10.2023, 5.30 pm
7.	Date for Presentation	Shall be intimated by the Bank to shortlisted Bidders.

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M. MINIMUM ELIGIBILITY CRITERIA (TO BE FILLED BY BIDDERS)

S. No.	Eligibility Criteria	Criteria Met by Bidder (Yes / No)	Document proof to be submitted
1.	Whether Organization is duly registered with National Health authority and having valid license as on date of submission of RFP for procuring health care consultancy business in India.		Relevant Registration certificate to be enclosed with the bid
2.	Bidder having activities as health care and the same is duly incorporated in the Article of association under the business activities to be carried out under the provision of Companies Act, 2013. (in case of company)		Certificate duly signed by CA/CS as per Schedule-3
3.	Bidder commenced operations in Bihar before 31.03.2022.		Declaration by bidder
4.	The Bidder has tie-up with at least two PSU Bank/ RRB for providing health care solutions to its customers.		Certificate from Banks to be attached signed by GM/DGM/AGM of the bank Schedule-4
5.	The Bidder has a dedicated team for Bihar consisting of at least 200 licensed in-house doctors(MBBS), practitioners, ANM/GNM/Nursing staff headed by a Chief Medical Officer.		Declaration by bidder
6.	The Bidder has ability of providing 24x7 Doctor-on-call/consultation through audio or video call facility and at least one fully functional clinic managed by MBBS Doc in each district of North Bihar.		Declaration by bidder
7.	The Bidder has a customer base of minimum 500000 customers.		Declaration by bidder
8.	Whether Bidder is blacklisted by any Regulatory or Legal entities.		Declaration required from the bidder as per Schedule-5
9.	Whether Bidder having ability to provide online Prescription to the customers .		Declaration by bidder
10.	Whether bidder having ability to support in training to Bank staff & have ability to create infrastructure of operational clinic.		Declaration by bidder

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11.	Whether Bidder having Ability and willingness to provide dedicated manpower (resource) to take care of customers on boarding at branch level in the jurisdiction of bank .		Deceleration by bidder
12.	Whether Bidder is adhering Tele – Medicine guidelines & all other related guideline of Govt. of India (Regulatory Authority)		Deceleration by bidder
13.	Whether Bidder having adequate infrastructure for Data protection .		Deceleration by bidder
14.	Whether company is facing any insolvency or bankruptcy proceedings .		Certificate duly signed by CA/CS as per Schedule-6
15.	Board Authorized representative of Bidder has given an undertaking in Form 1 duly signed and stamped.**		Relevant Board Resolution to be enclosed with the bid
16	ISO Certificate		Relevant Registration certificate to be enclosed with the bid
17	The Bidder should have good standing and reputation in the market and have sound business policies and ethical values.		Certificate duly signed by CA/CS as per Schedule-3

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

** Please enclose Board Resolution authorizing the signatory for entering into agreement and contracts on behalf of the Bidder.

Place:

Signature of Applicant

Date:

Name & Designation / Seal of
Organization

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FORM –1 Undertaking by Bidder

To:

Uttar Bihar Gramin Bank
Head Office
Kalambagh Chowk
Muzaffarpur-842001

Dear Sir,

Sub: RFP for proposed Tele Consultancy service arrangement for Primary Health Care/ Medical Facility business

1. We, the undersigned are duly authorized to represent and act on behalf of [insert] (“Bidder”) in terms of the enclosed Board Resolution.
2. Having reviewed and fully understood all information provided in the Request for Proposal Document dated [insert] (“RFP”) issued by the Bank, [Bidder] is hereby submitting the Bid. As required we are enclosing the following:
 - a. Bid as per the RFP
 - b. Other details and supporting documents (as applicable) in response to the requirements outlined in the RFP.
3. Our Bid is unconditional, valid and open for acceptance by Bank until 180 days from the last date of submission of the RFP.
4. We undertake that we shall make available to the Bank, any additional information/clarification it may find necessary or require to supplement or authenticate the Bid.
5. We hereby agree, undertake and declare as under:
 - We have examined the RFP document and have no reservations with respect to the same and also submit Signed/Stamp copy of RFP document as an acceptance.
 - Our Bid is, in all respects, compiled with the requirements of the RFP. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects.
 - Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby agree and undertake to keep this Bid valid and open for acceptance without unilaterally varying or amending its terms for the period, including any extended period, as specified in accordance with the RFP.
 - We declare that in the event that the Bank discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.
 - We undertake that in case due to any change in facts or circumstances or applicable law during the Bidding process, we are disqualified in terms of the RFP, we shall intimate the Bank of the same immediately.

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- We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any bid process and have not been blacklisted by any Nationalized Bank or regulatory authority in the past five years.
- We confirm that the Bank and its authorized representatives are hereby authorized to conduct any inquiry or investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our employees and clients regarding any financial and technical aspects.
- This letter will also serve as authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by Uttar Bihar Gramin Bank to verify statements and information provided in this Bid, or with regard to our resources, experience, and competence.
- We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.
- This letter also serves as an authority to the Bank to furnish any information related to the Bidder in relation to the proposed Consultancy Service Arrangement to any Regulatory / Statutory authority in India to which the Bank & its Arrangement is subjected to.

6. We understand that:

- All information submitted under this Bid shall remain binding upon us.
- The Bank may in their absolute discretion reject or accept any Bid.
- We acknowledge the Right of the Bank to reject our Bid without assigning any reason for the Proposed Tie-up and reject all Proposals. Otherwise and hereby waive our right to Challenge the same on any account whatsoever.
- Bank is not bound to accept any Bid that it may receive pursuant to the RFP

7. We acknowledge that the Bank will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and belief.

8. We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by the Bank from time to time at its sole discretion.

9. We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by the Bank from time to time at its sole discretion.

10. This Bid shall be governed by and construed in all respects according to the laws of India. Courts in Muzaffarpur, Bihar, India, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.

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11. All the information furnished by us here in above is correct to the best of our knowledge and belief.
12. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
13. We agree that the decision of Uttar Bihar Gramin Bank in selection process will be final and binding on us.
14. We confirm that we have not been barred / blacklisted / disqualified by any Regulators /Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.
15. If our offer is accepted, we will provide an interest free security deposit of **Rs. 25 lakhs** for the duration as decided by Bank and also hold 50% of premium amount in our Current Account at any time as a additional interest free security deposit.
16. We confirm and declare that we have sound business policies, ethical values and are a customer/insured friendly organization and shall not do any act which may have the effect of reputational and other losses, damages to the Bank.
17. If our offer is accepted, we shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of its consultancy business.
18. We confirm that our company has commenced operation in Bihar before 31.03.2022.
19. We confirm that we have a dedicated team for Bihar consisting of at least 200 licenced in-house doctors(MBBS), practitioners, ANM/GNM/Nursing staff headed by a Chief Medical Officer.

We confirm that we are complying with the applicable laws & guidelines of India and we have the necessary power and all statutory approvals required, permission, license and certificates to be appointed as a Service Provider and same are still valid and sustaining.

Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is neither bound to accept the lowest or any offer the Bank may receive, nor to give any reason for rejection.

We agree to abide by all the term and conditions specified in the RFP.

Place:
Date:

Signature of Applicant
Name & Designation / Seal of
Organization

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FORM 2 ORGANIZATION SNAPSHOT

1	Name of the Applicant Firm			
	Complete address – H.O			
	Tel. No			
	Website			
2	Names of the JV partners & % of stake held by each as on 31.03.2023			
3	ISO Certification Year			
4	Year of Establishment			
5	Month & Year of Commencement of Business in Bihar			
6	CIN Number and date of being registered under Companies Act 2013			
7	Number of Branches as on 31.03.2023			
8	Financial Information	2020-21	2021-22	2022-23
	a. Invested Capital (INR Cr)			
	b. Operating Revenue (INR Cr)			
	c. Net Revenue (INR Cr)			
	d. Accumulated Revenue (INR Cr)			
9	Business Information	2020-21	2021-22	2022-23
	a. Number of Policies issued			
	b. Cumulative no. of clients enrolled under scheme through PSU/ RRB channel			
	c. out of b no. of active clients availing the services			
	d. Total Fee Collection (INR Cr)			
	e. No. of patients/subscribers attended and rendered medical or healthcare services via audio/video call/physical.			

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FORM -3 ORGANIZATION DETAILS

A. Please provide the list of All Board of Directors as on Date with a brief background of each.

B. Please provide the organization chart as on Date showing the structure of various departments that exist and the reporting structure of respective functional heads.

C. Please provide the structure & hierarchy of Primary Healthcare, Medical & Preventive assistance/consultancy Department as on Date.

D. Please provide the list of Top Management Executives as on Date with their Names and details.

Designation & E Mail Id's in the format as given below:

Name	Designation	E-Mail ID

E. Please provide the number of Digitally enabled physical centres established as on 31.03.2023 in each district of North Bihar as per the format given below:

District	Branches/ Digitally enabled physical centres (Location)	List of facilities being provided	List of medicines available for patients	No. Of MBBS Doctors Available	No. of Sub staff ANM/GNM

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FORM – 4 PRODUCT & COMMISSION

Variant of the Product	Product design (Facilities)	% Commission/Facilitation Fee offered to the Bank *

** Please mention if Commissions given are inclusive or exclusive of Service Tax.*

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FORM – 5 BUSINESS BREAK UP

Channel wise Business break up of Business (Figures in INR Cr)

Particulars	Gross Fee Collection	
	2021-22	2022-23
PSU Banks (Name of the Bank)		
Regional Rural Banks (Name of the Bank)		
Other Financial Institutions (Name of FI)		
Others		
Total		

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FORM - 6 PENALTY & WARNINGS

Has the Bidder been ever penalized by competent authorities since inception? (Yes/No).
Please provide details in the format as given below:

Financial Year	Penalty / Warning	Amount of Penalty If applicable (In Rs.)	Detailed Reason for Penalty

In case of both penalty and warning issued, the same should be mentioned separately for each Financial Year.

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FORM – 7 INDIVIDUAL HEALTHCARE/ MEDICAL CONSULTANCY CASES ATTENDED (NUMBER OF CONSULTATIONS)

Particulars	2021-22	2022-23
No. of consultation call received during the year		
Total no. of cases resolved via audio/phone calls		
Total no. of cases resolved via digitally enabled physical centres		
Total no. of prescriptions issued to the subscribers at free of cost		
Total no. of generic medicines made available to the subscribers free of cost		
Dedicated team for Bihar consisting MBBS Doctors, ANMs/GNMs/RMP, etc.		

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FORM – 8 GRIEVANCE REDRESSAL

Please provide a data pertaining to grievance redressal in the format given below

FY	Opening Balance of Grievances c/f	Grievances reported during the Year	No. of grievances resolved during the year		No. of grievances pending at the end of the year
			Accepted	Rejected	
2021-22					
2022-23					



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FORM – 9 Medical/Health Care Consultancy Service Experience

1. Does the Bidder have a dedicated Vertical & Team with requisite minimum qualification/Expertise? (Yes / No)
2. Please provide the List of PSU Banks and RRBs which have signed SLA with the Bidding company for such health care/medical consultancy arrangement.

S No.	Name of the Bank	Name of Districts & States	Number of Branches being serviced	Corporate Client of Bidder Since (Date) (mm/yy)

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FORM – 10 BUSINESS & REVENUE ESTIMATE

- A. Please provide the Estimated Potential for Next 3 Years that Uttar Bihar Gramin Bank holds to do Health care/Medical Consultancy Business and earn revenue from the same. Take the period as Year 1, 2 and 3 from the commencement of SLA agreement. Please assess the overall potential of the Bank for Consultancy Business.

Particulars	Year 1	Year 2	Year 3
NOPs			
Total Fee Collection			
Revenue to the Bank			

- B. Please provide a detailed Business Strategy & Road Map for the Bank to achieve the same.

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FORM-11 KEY SUPPORT AREAS

Please elaborate on various kinds of support that will be provided to the Bank and its customers with relevant details and strategy keeping in mind the nature of business, profile of customers and geographical spread of branches. Kindly note that this does not refer to commercial support or payment. The support committed below should be in line with the applicable laws & guidelines, to help the Bank increase healthcare consultancy business and health care coverage suited to customer needs. While providing relevant details bidder may elaborate on following points:

- Ability to provide dedicated support staff mapping at all our Regional Offices and branches level.
- Ability to handle product training, system training etc.
- Company has to submit a detailed marketing plan, which would give details of the marketing support to be given to the Bank for enhancement of such business.
- Company has to suggest suitable operational process for sales and distribution of products in line with the Applicable Laws/Regulations/guidelines and code of conduct.
- Company should have in place a proper mechanism for timely resolution of consultation calls being received and extensive mechanism to address customer grievance / compliance handling.
- What would be the renewal process followed? Does company have a dedicated renewal team to handle renewal business?
- What kind of technology will be provided to the Bank and its customers? A brief note to be attached regarding kind of technology available with healthcare/Medical Tele consultancy company at present (for Bank and its customers) & whether web based support is available to par and its policy holders (solution provided to Corporate client includes generation of MIS to comply with Applicable Laws/Regulations and Grievance Redressal Mechanism).
- Can company provide real time MIS to the Bank on new business and renewals.

S No.	Support	Strategy/Road Map
1	Manpower	Branch : Staff ratio
2	Training	
3	Marketing	
4	Operations, Service and Claims	
5	Technology & MIS	
6	Any Other Support (Please specify)	
7	Claims	

The Bidder may feel free to add any other support that it may wish to provide to the Bank which helps in increasing the business & revenue.

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FORM 12 CLIENT RETENTION

Please provide a data pertaining to renewal of policies in the format given below –

FY	No. of policies due for renewal	Number of policies renewed	% of Renewal
2021-22			
2022-23			



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Schedule 1

Form of Board Resolution

(A common Board Resolution for the purpose of RFP can be submitted)

CERTIFIED TRUE COPY OF THE MEETING OF THE BOARD OF DIRECTORS OF
[BIDDER] HELD ON [] AT []

“ Resolved that *+, and *+ , Directors/Officers of [Bidder] , whose specimen signatures appear below, be and hereby are jointly and severally authorized to do all such acts, deeds and things as necessary or required in connection with or incidental to submission of our Bid and finalization of our tie-up with Uttar Bihar Gramin Bank (“Bank”), in response to the Request for proposal dated [insert] issued by the Bank on behalf of the Company, including but not limited to signing and submitting all applications, Bids and other documents and writings, participating in Bidders’ and other conferences and providing information/ responses to the Bank, representing the Company in all matters in connection with or relating to or arising out of our Bid and the Bid process and is authorized to negotiate and conclude the tie-up.

Specimen Signature

Name : Designation :

Specimen Signature

Name : Designation :

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Schedule 2 NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Muzaffarpur on this the.....day of.....2023 between Uttar Bihar Gramin Bank, a body corporate constituted under the Regional Rural bank Act 1976, having its Head Office at Kalambagh Chowk, Muazffarpur, Bihar PIN-842001 hereinafter called the “BANK” which term shall wherever the context so require includes its successors and assigns

AND

.....A company incorporated under the Companies Act 2013 a partnership constituted and registered under the Indian Partnership Act with its registered office at and its local office at Hereinafter called the “Firm” which term shall wherever the context so require includes its successors and assigns,

WITNESSETH:

WHEREAS

The Bank is engaged in the business of banking and in the course of such business activity intends to offer primary healthcare/ medical consultancy services by engaging company offering such consultancy services as a delivery channel for its customers across various locations in the State.

The Bank has short-listed the Firm after completion of tendering process for the entire gamut of services as given under scope of work in the RFP.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The Firm may use the information solely for and in connection with the purpose the information was conveyed.

1. USE OF CONFIDENTIAL INFORMATION-

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto. The firm

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shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

Company shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the Bank.

2. EXEMPTIONS

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

3. TERM

This agreement shall be effective from the date of the execution of this agreement. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof

The obligations of the Firm respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

4. TITLE AND PROPRIETARY RIGHTS

Notwithstanding the disclosure of any confidential information by the Firm, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

5. RETURN OF CONFIDENTIAL INFORMATION

Upon written demand of the Bank, the firm shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts,

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samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

6. REMEDIES

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

7. AGREEMENT TO BE CONSTRUED AS FINAL DOCUMENT

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

8. INDEMNITY

The party agrees to keep confidential all information concerning the Bank that could be considered as “Confidential Information”.

The party agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the party would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise on account of such a breach committed by the party, as part of the assignment or other related jobs entrusted and done by the party. The party agrees that the amount of compensation as decided by the Bank will be final.

The party agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

9. SEVERABILITY

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. DISPUTE RESOLUTION MECHANISM

Any dispute/differences arising out or in connection/relating to the bidder under and pursuant of SLA signed between the Bank and the bidder, shall be resolved by mutual negotiations in good faith. If the matter/dispute failed to resolve by mutual negotiations in good faith the parties/either party shall refer such disputes/differences to the Sole Arbitrator to be appointed by Uttar Bihar Gramin Bank, upon after issuance of 15 (fifteen) days of notice in writing to the other party clearly stated therein the specific dispute/s. The Arbitration proceedings conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended up to date or any other legislation for the time being in force. The place and seat of Arbitration shall be in **Muzaffarpur** and shall be conducted



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in English language. Further parties shall equally bear the costs, fee, etc. of Sole Arbitrator”.

11. JURISDICTION

The parties to this agreement shall submit to the jurisdiction of courts in Muzaffarpur.

12. GOVERNING LAWS

The laws of India shall govern the provisions of this agreement in witness whereof the parties hereto have set their hands through their authorized signatories.

13 NON-DISCLOSURE INFORMATION

The Successful Bidder shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the bidder in the performance of the work assigned to them.

Signatures FIRM / COMPANY
Signatory Name and Designation

Date



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Schedule 3 Format of Certificate required from Chartered Accountant

The General Manager
Uttar Bihar Gramin Bank
FI Department, Head Office
Sharma Complex, Muzaffarpur,
Bihar- 842001

Dear Sir,

In respect of M/S -----, we certify as under:

- 1) Average Net Revenue is of the company for latest three financial year as per audited balance sheet i.e. Rs. _____, Rs. _____ and Rs. _____ for the FY year 1. 2. 3. respectively.
- 2) The activity required for undertaking health care consultancy services has been incorporated in the memorandum & Article of Association of the company.
- 3) Organisation have good standing and reputation in the market and have sound business policies and ethical values.

M/S -----

Chartered Accountant



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Schedule 4 Certificate of Partnership

Format of certificate from public sector banks/RRB signed by GM/DGM/AGM– FI

To whomsoever it may concern

This is to certify that andBank have entered into corporate agency agreement vide agreement dated --/--/----.

Partnership with has been mutually beneficial for all our customers & employee, with highest level of customer service.

This certificate is issued at the specific request of

Place:
Date:

Authorized Signatory
Name
Designation- AGM/DGM/GM



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Schedule 5- UNDERTAKING FOR NON- BLACKLISTED/DISCONTINUATION OF SERVICES

To be provided on letter head of the Bidder's Company

**To,
The General Manager
Uttar Bihar Gramin Bank
FI Department, Head Office
Sharma Complex, Muzaffarpur,
Bihar- 842001**

Sir,

Reg: RFP for Empanelment of **Tele Consultancy Services for Primary Health Care/Medical Facility**

We M/s _____, a company incorporated under the Companies Act, 1956 with its headquarters at, _____ do

hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency /RBI/IBA/ Banks / Financial Institutions/Regulatory Authority/ legal entity in India during last 3 years as on 31.03.2023. Further Services has also not been discontinued by any bank or Institution due to non-performance/poor performance.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,

Yours faithfully

Signature of Authorized Signatory	
Name of Signatory	
Designation	
Seal of Company	
E-mail ID	
Mobile no/Telephone No	
Seal Of Company	
Date and Place	

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Schedule 6 Litigation Certificate

Reg: RFP for empanelment of Tele Consultancy Services for Primary Health Care/Medical Facility

This is to certify that M/S....., a company incorporated under the Companies Act, 1956 with its headquarters at.....is not involved in any litigation which threatens solvency of the company.

Date.....

Place.....

Signature of CA/Statutory auditor

Name of CA/Statutory auditor:

Designation:

Seal of Company:

Email ID:

Mobile no:

Telephone No:

Seal of Company:



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Schedule 7 LETTER OF INDEMNITY

**General Manager,
Uttar Bihar Gramin Bank**

Date:

Sir,

We refer to our bid for your RFP No. Ref No. _____ dated _____ for **Tele Consultancy Services for Primary Health Care/Medical Facility.**

We, _____ (Company) hereby undertake to indemnify Uttar Bihar Gramin Bank and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of services provided (*Tele Consultancy Services for Primary Health Care/Medical Facility to customers of Bank*)

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of the Bank's right to indemnification. Notwithstanding anything to the contrary set forth herein, (i) the Bank may participate, at its own expense, in any defence and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to the Bank or increase the obligations assumed by the Bank under this Agreement, without the prior written consent of the Bank. If the Bidder elects not to defend any claim, the Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to recover /deduct from payments (or adjust from security available) to the Bidder such costs and expenses as may be incurred by the Bank provided, however should the amount payable to the Bidder be insufficient to recover the expenses incurred by the Bank, the Bidder shall promptly reimburse the Bank for all costs, expenses, settlement amounts and other damages on first demand.

In the event of any loss or damage for any reason whatsoever, Bidder shall be liable to the Bank for each such event.

Bidder is also liable to bear any losses that bank or customer suffers owing to security procedures or standards lapses or due to occurrence of any fraudulent transactions committed. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the company.

Yours faithfully,

(Authorized signatory and company stamp)
Full name and Designation of authorized signatory