



**Department of Medical Health &
Family Welfare Government of Uttar
Pradesh**



RFQ cum RFP Document

Volume III: Draft Service Agreement (Video-Consultation)

**Implementation of Telemedicine Services in the
State of Uttar Pradesh**

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Abbreviations

CHC	Community Health Centre
CSP	Cloud Service Provider
DC	Data Centre
DR	Disaster Recovery
DRC	Disaster Recovery Centre
DRDC	Disaster Recovery Data centre
EHR	Electronic Health Record
EMR	Electronic Medical Record
LAN	Local Area Network
LOA	Letter of Acceptance
NTP	Notice to Proceed
OPD	Out Patient Department
PDC	Primary Data Centre
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SP	Service Provider
UHID	Unique Health Identifier
WAF	Web Application Firewall

TELEMEDICINE SERVICE AGREEMENT

This telemedicine service agreement (hereinafter referred to as "**Agreement**") is made and entered into at [•] on this the [•] day of [month], [year] by and between:

The Governor of the State of Uttar Pradesh, through Director General, Medical & Health Services, Department of Medical Health & Family Welfare, Government of Uttar Pradesh [•]¹, ,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 [•]² 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.

OR

M/s [.....], being the Lead Member of the Consortium, comprising of consortium members; (i) [.....]; and (ii) [.....]; being a {company/firm/[..], incorporated/constituted} under the Companies Act, (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

Further, for the purpose of this Agreement, both the "Authority" and "Service Provider" are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. The Authority has resolved to implement the telemedicine health services in the state of Uttar Pradesh through private entity.
- B. The Mission Director, National Health Mission (NHM), Uttar Pradesh, had accordingly invited proposals vide Request for Proposal Document bearing No. [•] dated [•] (the "**RFP**") from bidders for implementing, procuring, setting up, maintaining, equipping and providing Telemedicine Services (defined in this Agreement) in order to ensure providing healthcare services to the extent possible and development of an integrated telemedicine information technology platform for

¹ may be modified suitably depending on the signing authority

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

gathering, compiling, storing of information related to health profile of patients in Uttar Pradesh including underserved and unserved population for enabling access to quality and effective medical services.

- C. After evaluation of the Bid(s) received, the Authority had accepted the bid of the Service Provider and issued a letter of acceptance No. [●] dated [●] (hereinafter called the "LOA") to it requiring, inter alia, the execution of this Agreement within [●] days of the date of issue thereof.

- F. The Authority has accordingly agreed to enter into this Telemedicine Service Agreement with the Service Provider for implementation of the Telemedicine Services for Cluster, subject to and on the terms and conditions set forth hereinafter.

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:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 30 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.

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) any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license 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;
- (q) 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;

- (r) 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;
- (s) 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
- (t) 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 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Service Provider to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 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.

1.2.4 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

1.3.1 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; and
- (c) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2 - SCOPE OF THE PROJECT

(Refer Schedule A and Schedule B)

2.1 Scope of the Project

The scope of the Project (the "**Scope of the Project**") set forth in **Schedule A** and in conformity with the Specifications and Standards set forth in **Schedule B** shall mean and include during the Term:

(i) **Setting up of Patient Nodes**

The Service Provider shall finance, procure, supply, set-up, install, erect, commission, deploy manpower, equip and operate Telemedicine Equipment at Patient Nodes for { Cluster 1/ Cluster 2} at the identified Community Health Centres of States (Please refer Annexure I of Schedule A for Patient Nodes).

(ii) **Setting up of Command Centre(s)**

The Service Provider shall set up dedicated Command Centre(s) with prior approval from Authority anywhere in India for providing video consultation service to the patients at Patient Nodes. Command Centre(s) shall have Specialists in accordance with Schedule A.

(iii) **Electronic Medical Records**

The Service Provider shall develop or use its own EMR for registration, maintaining the records and medical history of the patients visiting to Patient Nodes in accordance with the provision of this Agreement. EMR must be integrated with Central Patient Portal.

(iv) **Telemedicine Services**

Provide health consultancy services through video-conference facility at Patient Nodes. The Service Provider shall provide requisite consultation and based on the requirement prescribe medicines and diagnostic test. Operation and maintenance of the Project and providing Telemedicine Services at Sites more particularly set forth in **Schedule A** and in conformity with the Specifications and Standards set forth in **Schedule B**.

(v) Appointments for video-consultation for all patients referred by government appointed doctors at Project Centres in accordance with the terms of this Agreement. For the avoidance of doubt, only the patients who are referred by the government appointed doctors at the Project Centres shall be eligible for video consultations.

(vi) Performance and fulfilment of all other obligations in accordance with the

provisions of this Agreement and discharge of matters incidental thereto or necessary for the performance of any or all of the obligations of the Service Provider under this Agreement.

2.2 The Service Provider shall transfer the Project and Assets, to the Authority or to the nominated agency on the Transfer Date, in accordance with the provisions thereof.

2.3 Change of Scope

- (i) The Authority may, notwithstanding anything to the contrary contained in this Agreement, either require the provision of additional services, which is not included in the Scope of the Telemedicine Services under this Agreement or decide to remove any service from the Scope of Project ("**Change of Scope**").
- (ii) 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 services contemplated thereunder (the "**Change of Scope Notice**").
- (iii) In case a Change of Scope Notice is issued by the Authority, the Authority shall communicate to the Service Provider.
- (iv) The Parties shall agree to the payable fee based on negotiation. However, the Change of Scope shall not be more than 20% of the value of this Agreement.
- (v) Notwithstanding anything stated in this Agreement elsewhere, addition or deletion in the Patient Node shall not be construed as Change in Scope.
- (vi) In the event, Authority decides to change the location of a particular Patient Node from one location to another post operationalization of such Patient Node, the Authority shall pay Rs. 1,00,000/- (Rupees One Lakh) for such change of location to the Service Provider as one-time expense and on such payment all rights, privileges, claims and entitlements of the Service Provider under or arising out of such change of location shall be deemed to have been ceased with the concurrence of the Service Provider.

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 undertake the Project at the Sites and in State of Uttar Pradesh during the subsistence of this Agreement for a period of 3 (three) years with a provision to further extend for another 3 (three) years subject to satisfactory performance of the Service Provider, unless an early termination in accordance with this Agreement. The Agreement period shall be commencing from the Appointed Date (the "**Term**"). For the purposes of this Agreement, satisfactory performance shall mean that the liquidated damages levied on the Service Provider till the completion of 2 years of the Agreement from the Appointed Date has been lower than 10% of the Performance Security amount.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the license hereby granted shall oblige or entitle (as the case may be) the Service Provider to:

- (a) Right of way, access and licence to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
- (b) finance and setup the Tele-Medicine Services;
- (c) manage, operate and maintain the Project and regulate the use thereof by third parties;
- (e) perform and fulfil all of the Service Provider's obligations under and in accordance with this Agreement;
- (f) 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; and
- (g) neither assign, transfer or sublet (except permitted) or create any lien or Encumbrance on this Agreement, or the license hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.

ARTICLE 4 - CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 1, 4,7,8, 21, 23, 25, 27, 28, 29 and 30 of this Agreement, the respective rights and obligations of the Parties under this Agreement shall be subject to 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 providing the Performance Security to the Authority in accordance with Clause 9, at any time after [15] [(fifteen)] days from the date of execution of this Agreement or on an earlier day acceptable to the Authority, by notice, require the Authority to satisfy any or all of the Conditions Precedent set forth in Clause 4.2 within a period of 60 (sixty) days of the notice, or such longer period not exceeding 90 (ninety) days as may be specified therein.

4.1.3 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.4 Each Party shall promptly inform the other Party when any Conditions Precedent for which it is responsible has been satisfied.

4.2 Conditions to be fulfilled by Authority

4.2.1 Subject to clause 4.6 below, the Conditions Precedent required to be satisfied by the Authority within a period of 60 (sixty) days from the date of this notice shall be deemed to have been fulfilled when the Authority shall have:

- (a) issued to the Service Provider a notice to proceed ("**NTP**");
- (b) provided access with respect to the Sites for the Project;
- (c) provided minimum 300 sq ft built up space in the Community Healthcare Centres as set forth at the Sites; and
- (d) provided electricity and water connection at the Sites.

4.3 Conditions to be fulfilled by the Service Provider

4.3.1 Subject to clause 4.7 below, the Conditions Precedent required to be satisfied by the Service Provider within a period of 30 (thirty) days from the date of this Agreement shall be deemed to have been fulfilled when the Service Provider shall have:

- (a) Provided Performance Security to the Authority;
- (b) Procured all Applicable Permits as set out in **Schedule C**; and
- (c) Delivered to the Authority, a confirmation of the correctness of the representations and warranties set forth in sub-clause 7.1.1 of Article 7 of this Agreement.

4.4 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.

4.5 The date on which the Conditions Precedent are satisfied by the Authority and Service Provider shall be the Appointed Date for commencement of Term for the Telemedicine Services. Upon satisfaction of the Conditions Precedent by the Service Provider, the Authority shall issue a NTP.

4.6 Damages for delay by the Service Provider

4.6.1 In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.3 within the period specified in that Clause, and (ii) the delay has not occurred solely as a result of failure to fulfil the obligations under Clause 4.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Service Provider shall pay to the Authority, Damages of an amount calculated at the rate of 0.2% (zero point two percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to maximum amount equal to the Bid Security, and upon reaching such maximum threshold, the Authority may, in its sole discretion and subject to the provisions of Article 9, terminate the Agreement or provide further extension subject to the payment of Damages as defined in this clause.

4.7 Consequences of Termination due to non-fulfilment of Conditions Precedents

Notwithstanding anything to the contrary contained in this Agreement:

- a. In the event of aforesaid Termination is due to the Authority's Default, the Authority will return the Bid Security (if Performance Security not furnished) or the Performance Security, as the case may be, and thereupon all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the Service Provider.
- b. In the event of aforesaid Termination by Authority due to the Service Provider's Default, the Authority may encash the Bid Security (if Performance Security not furnished) or encash equivalent amount from Performance Security, as the case

may be, and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the Service Provider.

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 and after the Appointed Date, the Service Provider shall at its cost and expense undertake the Project and provide the agreed Telemedicine Services at the Sites 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 Telemedicine Services, subject to and in accordance with the terms and conditions set forth herein.
- 5.1.5** 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:
- (a) make, or cause to be made, necessary 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;
 - (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated in the Telemedicine Services;
 - (c) provide healthcare services as set out in **Schedule A** and maintain the Telemedicine Equipment in compliance with this Agreement, the Manufacturer Manuals and Good Industry Practice;
 - (d) procure and/or develop a software consisting of key features as set out in **Schedule A** for online registering, maintaining health profiles of the patients and recording of complaints related to service which will be hosted on the Authority's website in accordance with this Agreement and any guidelines

issued from the Authority;

- (e) make reasonable efforts to maintain harmony and good industrial relations among the Personnel employed by it in connection with the performance of its obligations under this Agreement;
- (f) ensure and procure that its Personnel comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Service Provider's obligations under this Agreement;
- (g) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- (h) support, cooperate with and facilitate the Authority in the implementation and operation of the Telemedicine Services in accordance with the provisions of this Agreement;
- (i) transfer the Project and Assets except Command Centre(s) without any consideration and free from all lien, Encumbrances to the Authority or its nominated agency on Transfer Date or Termination Date, in accordance with the provisions thereof.
- (j) Schedule appointments for all patients refereed by government appointed doctors at the Project Centres for of video consultation with Specialists, at the Patient Node in accordance with the timelines set out in Schedule A.
- (k) Deploy adequate manpower for the purpose of operating and running the Telemedicine Services as well as scheduling appointments for patients, at every Project Node, in accordance with the terms of this Agreement.

5.2 Labour and Other Statutory Compliance

5.2.1 Each Service Provider shall in respect of employees/workers employed by it either directly or through any of its sub-contractors for execution of the works, comply with all Applicable Laws for such employment, including but not limited to, Contract Labour Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Compensation Act, 1923. The Service Provider shall provide and maintain all necessary accommodation and welfare facilities etc. for its respective Personnel and workers/employees of its sub-contractors in accordance with the Applicable Laws.

5.3 Employment of foreign nationals

5.3.1 The Service Provider acknowledges, agrees and undertakes that employment of foreign Personnel by the Service Provider and/or its 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 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.

5.4 Employment of Trained Personnel

5.4.1 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, including the minimum training standards shall be as set forth in **Schedule A** of this Agreement.

5.5 The Service Provider agrees to perform its scope of work and do all other things required/considered prudent so to do, in relation thereto, in accordance with the provisions of this Agreement. As part of its obligations under this Agreement, the Service Provider will procure and pay for, in its own name as an independent Service Provider and not as an agent of the Authority, all materials, equipment, supplies, manufacturing, fabrication, services necessary in connection with the supply of Telemedicine Equipment and performance of its scope of works in accordance with this Agreement. All employees, representatives or sub-contractors (if any) engaged by the Service Provider in connection with the performance of its scope of works and obligations under this Agreement will be under the complete control of the Service Provider and will not be deemed to be employees of the Authority, and nothing contained in this Agreement or in any sub-contract awarded by the Service Provider will be construed to create any contractual relationship between any such employees, representatives or sub-contractor and the Authority.

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:

- (a) 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, if required, for implementation of the Telemedicine Services;
- (b) If required, undertake to coordinate with the concerned authorities including Medical Authorities and other departments to issue appropriate instructions to the field officers of these departments for making available required assistance and resources to the Service Provider towards the discharge of its obligations with respect to the setting up of the Telemedicine Services during the Term;
- (c) Not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- (d) Ensure timely payments of the fees to the Service Provider in accordance with the provisions of this Agreement;
- (e) Support, cooperate and provide basic infrastructure such as access to electricity & water points at the Sites for establishment of the Telemedicine Services by the Service Provider. The Authority shall bear the cost of electricity and water charges;
- (f) Create awareness for Telemedicine in the state;
- (g) Provide space (minimum 300 sq. ft built up space) at the Sites in public health facilities;
- (h) Appoint and ensure availability of MBBS doctors at the Project Centres who shall refer patients for video consultations and shall also be present

during video consultations of patient with the Specialists seated at the Command Centre(s).

- (i) Shall provide appropriate assistance and issuance of office orders for implementation of the project;
- (j) Conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the Service Provider; and
- (k) Shall facilitate integration of telemedicine software with Central Patient Portal

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Service Provider

7.1.1 The Service Provider represents and warrants to the Authority that:

- (a) 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;
- (b) 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;
- (c) it has the financial and technical standing and capacity to undertake the Telemedicine Services and discharge obligations hereunder, in accordance with the terms of this Agreement;
- (d) 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;
- (e) 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;
- (f) the information furnished in the Bid 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;
- (g) 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;
- (h) 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;

- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any 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;
- (j) 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;
- (k) all its rights, title and interests in the Project shall pass to and vest in the Authority on the Transfer Date or Termination Date, as the case may be, free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that no part of the Project shall be subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- (l) 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;
- (m) 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 Telemedicine Services or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;
- (n) it shall be solely and fully responsible for the acts, defaults, omissions and neglects of the Personnel including any sub-contractors deputed for undertaking, performing and executing the Telemedicine Services; and
- (o) it shall be solely and fully responsible for all payments, salaries, costs, expense and liabilities of its employees, vendors, sub-contractors and any

other personnel engaged by it for the purposes of providing the Telemedicine Services.

7.2 Representations and Warranties of the Authority

7.2.1 The Authority represents and warrants to the Service Provider that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement including the power and authority to provide the Site on license to the Service Provider 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;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- (e) 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;

7.3 Disclosure

7.3.1 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 RFP, Scope of the Project, Specifications and Standards, Key Performance Indicators, Site conditions, 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.
- 8.1.3** The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.
- 8.1.4** In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 and shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Service Provider pursuant to this Agreement.
- 8.1.5** Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Service Provider and the Authority shall not be liable in any manner for such risks or consequences thereof.

ARTICLE 9 - PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Service Provider shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 days from the date of this Agreement and in any event prior to the Appointed Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 2,25,00,000/- (Rupees Two Crore Twenty Five Lakhs)³ in the form set forth in **Schedule I** (the "**Performance Security**"). Until such time 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 to the Service Provider. No interest shall be payable by the Authority against the Performance Security.

9.2 Appropriation of Performance Security

9.2.1 Upon occurrence of a Service Provider Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Service Provider Default. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 30 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 by the Authority, provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 23. 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 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, and to terminate this Agreement in accordance with Article 23.

9.3 Release of Performance Security

9.3.1 The Performance Security shall remain in force and effect for the entire period of the Agreement and subject to the Clause 9.2, shall be released after 90 (ninety) days of Transfer Date in accordance with this Agreement.

³ INR 2.25 Crore per Cluster

ARTICLE 10 - LICENSE RIGHTS TO THE SITES

10.1 License rights

10.1.1 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 right of way to access the Sites to undertake the Project and provide Telemedicine Services at the designated premise at each of the Sites ("**Licensed Premises**") together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises 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. Provided however that the License rights being vested herein does not, and shall not be construed as creating any demise, interest or ownership in the Sites, whatsoever; and is a mere permission to enter the Site and perform the Services envisaged hereunder, subject to and in accordance with terms hereof.

10.1.2 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 for any reason whatsoever.

10.1.3 Restriction on any other use and sub-licensing of the Sites

The Service Provider shall use only such Sites as are allotted to it by the Authority/Medical Authorities and shall not use the allotted Sites for any other purpose except to carry out its obligations as per the terms of this Agreement. Further, the Service Provider shall not sub-license its rights hereunder or create Encumbrances/charge of any nature whatsoever, save and except as may be expressly set forth in this Agreement.

10.1.4 The dedicated Command Centre(s) shall be set up by the Service Provider anywhere in India. The space, equipment, and other requirements for setting up the Command Centre(s) shall be arranged and financed by the Service Provider.

ARTICLE 11 - SETTING UP OF PATIENT NODES AND COMMAND CENTRE(S) (TELEMEDICINE SERVICE)

11.1 Obligations prior to commencement of Telemedicine Service

Prior to commencement of setting up of the Telemedicine Service, the Service Provider shall:

- (a) Submit to the Authority its design, methodology, quality assurance procedures, and the procurement, installation time schedule for completion of the setting up of Telemedicine Services, which shall include setting up of Patients Nodes at the Project Centres and setting up of Command Centre(s) in accordance with **Schedule A** and **Schedule D**;
- (b) Appoint its representative duly authorised representative to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement; and
- (c) Undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits.

11.2 Commencement of Setting up of Telemedicine Service

- (i) On or after the Appointed Date, the Service Provider shall undertake to complete the setting up of the Telemedicine Equipment and implement Telemedicine Services as specified in **Schedule A**, and in conformity with the Specifications and Standards set forth in **Schedule B**.
- (ii) The Service Provider agrees and undertakes that it shall complete setting up Telemedicine Equipment and implement Telemedicine Services in accordance with the Project Completion Schedule set forth in **Schedule D**, on or before the respective Scheduled Milestone Completion Date or Scheduled Project Completion Date, as the case may be. In the event that the Service Provider fails to achieve any project milestone within a period of 30 (thirty) days from the date set forth for such milestone in **Schedule D**, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such milestone is achieved subject to a maximum amount equal to Bid Security; provided that if any or all the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in **Schedule D** shall be deemed to be modified

accordingly and the provisions of this Agreement shall apply as if **Schedule D** has been amended as above. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 11.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

11.3 In the event that the setting up of the Telemedicine Equipment and implementation of Telemedicine Services are not completed within 90 (ninety) days from the Scheduled Project Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement unless extended by the Authority through written notice.

11.4 Apart from the minimum Personnel prescribed in this Agreement at Command Centre(s), the Service provider may also engage Personnel to work from other locations to meet the demands generated at Patient Nodes.

ARTICLE 12 - TESTING AND COMPLETION

12.1 Completion Tests

- 12.1.1** At least 30 (thirty) days prior to the likely completion of the Project Milestone, as set forth in Schedule D, the Service Provider shall notify the Authority of its intent to Test the Telemedicine Equipment and/ or Telemedicine Services. The date and time of each of the Tests shall be determined by the Authority or by agencies designated by it for the purpose of carrying out/ witnessing the Tests. The Service Provider shall provide such assistance as the Authority or its designated agencies may reasonably require for conducting such Tests.
- 12.1.2** All Tests shall be conducted in accordance with **Schedule E**. Upon completion of Test, the Authority or the agencies designated by it, shall provide to the Service Provider copies of all Test data including detailed Test results. If it is reasonably anticipated or determined by the Authority/the designated agency during the course of any Test that the Telemedicine Equipment or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Service Provider to remedy and rectify the defects or deficiencies. For the avoidance of doubt, it is expressly agreed that the Authority may require the Service Provider to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Specifications and Standards.

12.2 Completion Certificate

- 12.2.1** Upon completion of, and the Authority/designated agency determining the Tests to be successful to its satisfaction, the Service Provider shall be issued a certificate substantially in the form set forth in **Schedule F** (the "**Project Completion Certificate**" or "**Milestone Completion Certificate**", as the case may be). Except for the case of completion of Project Milestone 1, upon such certification the Service Provider shall be entitled to Video-consultation Fee from the Authority for rendering the Telemedicine Services set forth in accordance with this Agreement ("**Completion Date**").

ARTICLE 13 - MAINTENANCE & TELEMEDICINE EQUIPMENT AND SERVICES

13.1 Maintenance of the Telemedicine Equipment

13.1.1 During the Term, the Service Provider shall maintain the Telemedicine Equipment in accordance with this Agreement, the Manufacturer Manual and Good Industry Practice for the purpose of providing uninterrupted Telemedicine Services. The obligations of the Service Provider shall include:

- (a) Ensuring safe, smooth and uninterrupted operation of Telemedicine Equipment;
- (b) Providing round-the-clock response to emergencies/issues arising with respect to the performance of the Telemedicine Equipment, as per the Specification and Standards and Key Performance Indicators as set forth in **Schedule G** of this Agreement during normal operating conditions;
- (c) Carrying out periodic preventive maintenance and ensuring that the Telemedicine Equipment remains in good working condition;
- (c) Undertaking routine maintenance to ensure undisrupted operation of the Telemedicine Equipment for the Telemedicine Services;
- (d) Adhering to the guidelines issued by Government of Uttar Pradesh from time to time with respect to the Telemedicine Services, if any;
- (e) Adhering to the guidelines issued by Government of India from time to time with respect to the Telemedicine Services, if any;
- (f) Recruit and manage all Personnel and bear all responsibilities and liabilities (including towards salaries) as per Applicable Law in India;
- (g) Procuring and maintaining adequate inventory of all spares. The Service Provider shall procure only the best quality spares, which would be subjected to periodic inspection by the representatives of the Authority at its discretion;
- (h) Abiding by the existing policies/ applicable statutory guidelines of the Authority and undertaking all statutory responsibilities;
- (i) Ensuring that the respective Site staffs are adequately deployed and trained

in relation to the safe handling of Telemedicine Equipment during the Term;

- (j) Carrying out any up-gradation of Telemedicine Equipment and replacement of Defect in any Telemedicine Equipment, if required, during the Term;
- (k) Maintaining a public relations unit/ Command Centre(s) to interface with and attend to suggestions/grievances from patients, visitors, staff, government agencies, media and other agencies;
- (l) Maintenance of all communication, control and administrative systems necessary for the efficient functioning and maintenance of the Telemedicine Equipment; and
- (m) Complying with Security Requirements in accordance with Article 16.

ARTICLE 14 - TELEMEDICINE SERVICES

14.1 From the Commencement of Operation, the Service Provider shall perform Telemedicine Services in accordance with the provisions of this Agreement, which shall include consultation with Specialists, situated at the Command Centres, for providing healthcare services to patients who are referred for video consultation by the government appointed doctors at the Project Centres, at Patient Nodes as set forth in Schedule A.

14.2 Damages for breach under this Agreement

14.2.1 Save and except as otherwise expressly provided in this Agreement, in the event that the Service Provider fails to provide uninterrupted Telemedicine Service in accordance with this Agreement, Specification and Standards, Key Performance Indicators and Good Industry Practice, 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 for each day of delay until the breach is cured, and the damages payable by the Service Provider on a per day basis shall be at 0.1% (zero point one per cent) of value of the Performance Security. Recovery of such Damages shall be without prejudice to the other rights of the Authority under this Agreement, including the right of Termination. For avoidance of doubt, it is clarified that the provisions of Clause 14.2 shall not be applicable for any default in Key Performance Indicators, as expressly specified in **Schedule [G]** of this Agreement.

14.2.2 The Service Provider shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

14.3 Overriding powers of the Authority

14.3.1 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 Specifications and Standards and Key Performance Indicators, and such breach is causing or likely to cause the disruption in the uninterrupted service or the service not being available 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 Telemedicine Services and/or remedy the breach of the obligation, as the case may be.

14.3.2 In the event that the Service Provider, upon notice under Clause 14.3.1, fails to rectify or remove the Defect in the Telemedicine Services within a reasonable period, the Authority may exercise overriding powers under this Clause 14.3.2 and take over the performance of any or all the obligations 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; provided further that any costs and expenses incurred by the Authority in discharge of its obligations shall be entitled to recover from the Service Provider or set of from Video consultation Fee payable, in accordance with the provisions of Clause 14.2.1 along with the Damages specified therein.

14.3.3 In the event of a national emergency, civil commotion or any other act specified in Clause 21.3, 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 with in accordance with the provisions of Article 21 (Force Majeure).

14.4 Excuse from performance of obligations

14.4.1 The Service Provider shall not be considered in breach of its obligations under this Agreement if the Telemedicine Services are not available for use on account of any of the following for the duration thereof:

- (a) an event of Force Majeure; and
- (b) compliance with a request from the Authority or the directions of any Government Instrumentality.

14.5 Key Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Service Provider shall provide Telemedicine Services such that it achieves or exceeds the performance indicators specified in this Article 14 and **Schedule G** (the "**Key Performance Indicators**").

14.6 Electronic Medical Record

Without prejudice to the obligations specified in this Agreement, the Service Provider shall integrate its Electronic Medical Record (EMR) with Central Patient Portal so as to:

- (a) Gain access to existing health records of the patient for effective video-consultation; and
- (b) Enable auto population of Central Patient Portal with EMR sheet for the

patient who are provided with video-consultation after every such consultation.

ARTICLE 15 - INTENTIONALLY LEFT BLANK

ARTICLE 16 - SECURITY AND SAFETY REQUIREMENTS

16.1 Security Requirements

16.1.1 The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the Telemedicine Equipment at the respective Sites. In particular, the Service Provider shall develop, implement and administer a surveillance and security programme for maintenance and use of the Telemedicine Equipment, and shall comply with the security requirements (the "**Security Requirements**"). The Security Requirements shall be in compliance with the Standards and Specifications set out in this Agreement and Good Industry Practice.

16.2 Safety Requirements

16.2.1 The Service Provider shall in performing its obligations under this Agreement comply with and procure that its personnel and sub-contractors comply with all Applicable Laws, Applicable Permits, requirements of the Authority and the Medical Authority relating to occupational health, safety and the environment ("**Safety Requirements**").

16.2.2 The Service Provider shall adhere to standard safety procedures and standard emergency operating procedures to be adhered to as Good Industry Practice while performing the Telemedicine Services.

16.3 Updated Security and Safety Features

The Service Provider shall maintain the latest industry practice relating to encryption standards, authentication standards, network security, data security, virus protection and back and restore functions to enable data security and uninterrupted services.

ARTICLE 17 - MONITORING OF TELEMEDICINE SERVICES

17.1 Periodic status report

- 17.1.1** The Service Provider shall during the Term of this Agreement, furnish to the Authority a report, setting forth the details provided in Clause 17.1.2, no later than 7 (seven) days after the close of each quarter or as and when requested by the Authority.
- 17.1.2** The report specified in Clause 17.1 shall state in reasonable detail the compliance of the Project with all the Key Performance Indicators specified in this Agreement along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Project. The Authority may request new reports from time to time for effective monitoring of the Agreement.
- 17.1.3** The Authority may appoint a project management consultant for monitoring of the project.

ARTICLE 18 - PAYMENT TERMS

18.1 Video-consultation Fees

18.1.1 For undertaking the Project, in compliance with the terms of this Agreement, the Service Provider shall be paid on monthly basis per Video-consultation fee for providing health consultation services to the patients visiting the Patient Nodes ("**Video-consultation Fee**") from the Commencement of Operation as set forth in **Schedule H** to be billed on a monthly basis.

18.1.2 Any consultation within 168 hours of first consultation shall not be considered as separate consultation for the purpose of payment. It shall be considered as a follow up consultation ("**Followup Consultation**"), without any additional fee to the Service Provider. For Followup Consultation, there shall be no need for referral from a MBBS doctor at the CHC.

18.2 Manner of payment

18.2.1 By the 7th (seventh) date of every month, the Service Provider shall submit an invoice to the Authority for the payment of the Video-consultation Fee for the previous month.

18.2.2 The Authority shall pay 70% of invoice value for the Video-consultation Fee to the Service Provider not later than 30 (thirty) days of receiving the invoice from the Service Provider. The Authority shall pay balance 30% of balance payment within 60 days from the date of submission of invoice(s) post verifying and levying/ deducting liquidating damages (if any) in accordance with the provision of this Agreement.

18.2.3 The Service Provider hereby acknowledges and agrees that it is not entitled to any revision of Video-consultation Fee or other relief from the Authority except in accordance with the express provisions of this Agreement. It is hereby clarified and Service Provider understands and agrees that the Video-consultation Fee shall be subject to deductions on account of Damages levied in terms hereunder including by reason of non -adherence to Key Performance Indicators.

18.3 Payments by Authority

18.3.1 The Authority shall make payments of the invoices due and payable in terms of the Clause 18.2, within the periods stipulated in Clause 18.2.2.

18.3.2 For any reason, other than those attributable to the Service Provider, if the Authority fails to pay the invoices within the stipulated payment period of 60 days, without assigning any reason or giving advance communication of delay in

payment, then in that case the Authority shall be liable to pay interest @ Bank Rate per annum for the period of delay for such amount. For the purpose of this agreement "**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.

18.4 Authority right to set off

The Authority shall have the right to set off any amounts due and payable by the Service Provider on account of damages or penalty or otherwise to the Authority.

18.5 Video consultation services shall only be provided for the patients being referred by government appointed doctors at Project Centres or by the Authority.

ARTICLE 19 – INSURANCE

19.1 Insurance during Term

19.1.1 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**"). While it is clarified that there will not be any risk or liability on the Authority, the Medical Authorities and on the Site, with respect to the Project and Telemedicine Services being provided by the Service Provider under this Agreement. The Service Provider shall also effect and maintain such insurances as may be necessary for mitigating any risks whatsoever that may devolve on the Authority, the Medical Authorities, and the Site, as a consequence of any act or omission of an act by the Service Provider or omission by any third party during the Term.

19.2 Evidence of Insurance Cover

19.2.1 All insurances obtained by the Service Provider in accordance with this Article 19 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 7 (seven) days of obtaining any Insurance Cover, the Service Provider shall furnish to 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 30 (thirty) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Service Provider to the Authority.

19.3 The Parties agree and confirm and the Service Provider undertakes and consents that all Insurance proceeds related to physical damage of the Project assets shall compulsorily be applied in first instance to restoration, repair, and reconstruction/rehabilitation of the assets and only the remaining balance (if any) be utilised by Service Provider in its discretion.

ARTICLE 20 - ACCOUNTS AND AUDIT

20.1 Audited accounts

20.1.1 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 to the Telemedicine Services provided under this Agreement.

20.1.2 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.

20.1.3 The Service Provider shall submit audited annual reports at the end of each year to the Authority

ARTICLE 21 - FORCE MAJEURE

21.1 Force Majeure

21.1.1 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 21.2, 21.3 and 21.4 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.

21.2 Non-Political Event

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

- (a) 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);
- (b) strikes or boycotts or arson or theft (other than those involving the Service Provider or their respective Personnel/representatives, or attributable to any act or omission of any of them) interrupting the Telemedicine Services 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 21.3;
- (c) any failure or delay of a Service Provider 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 Service Provider;
- (d) 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;
- (e) any failure unforeseeable by the Service Provider on account of unavoidable

breach of cyber security; and

- (f) any event or circumstances of a nature analogous to any of the foregoing.

21.3 Indirect Political Event

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

- (a) 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;
- (b) 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;
- (c) any failure or delay of a 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 Service Provider;
- (d) any Indirect Political Event that causes a Non-Political Event; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

21.4 Political Event

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

- (a) compulsory acquisition in national interest or expropriation of rights of the Service Provider;
- (b) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, 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, license, authorisation, no objection certificate, exemption, consent, approval or permit;
- (c) any failure or delay on part of Service Provider 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 Service Provider; or

- (d) any event or circumstance of a nature analogous to any of the foregoing.

21.5 Duty to report Force Majeure Event

21.5.1 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:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 21 with evidence in support thereof;
- (b) 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;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

21.5.2 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.

21.5.3 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 21.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

21.6 Effect of Force Majeure Event on the Agreement

21.6.1 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.

21.6.2 At any time after the Commencement of Operation, if any Force Majeure Event occurs whereupon the Service Provider is unable to provide the Telemedicine Services during the period for which Force Majeure exists, no **Video-consultation Fee** shall be paid by the Authority to the Service Provider for the days on which the Telemedicine 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 . However, the Service Provider shall not be liable to pay any Damages to the Authority in case it is unable to provide the Telemedicine Services on account of any Force Majeure Event. In such case the Term of the Agreement shall be extended by a period equal in length to the duration of the Force Majeure Event.

21.7 Allocation of costs arising out of Force Majeure

21.7.1 Upon occurrence of any Force Majeure Event prior to the Completion 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.

21.7.2 Save and except as expressly provided in this Article 21, 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.

21.8 Termination Notice for Force Majeure Event

21.8.1 If a Force Majeure Event subsists for more than a continuous period of 60 days or for a total/cumulative time period of more than 120 days during the contract period, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 21, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; 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 days' time to make a representation, and may after the expiry of such 15 days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

21.9 Termination Payment for Force Majeure Event

21.9.1 If Termination is on account of any of the Force Majeure Events, the Authority shall return the Performance Security to the Service Provider. The Service Provider shall only be entitled to payment of unpaid and due Video consultation

Fee for the Telemedicine Services rendered in accordance with term hereof prior to termination date. The Service Provider shall take appropriate Insurance Cover for hedging risks associated with the events of Force Majeure. The Authority shall also pay the book value (as per annual reports submitted to Authority refer Article 20) post applying depreciation as per the Companies Act 2013 of the Assets being handed over at the time of such Termination, in case Authority decides to retain such assets.

21.10 Dispute resolution

21.10.1In 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.

21.11 Excuse from performance of obligations

21.11.1If 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:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) 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
- (c) 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 22 - SUSPENSION OF SERVICE PROVIDER RIGHTS

22.1 Suspension upon Service Provider Default

22.1.1 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 Video consultation Fee pursuant hereto, and (ii) exercise such rights itself or authorise any other entity/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] days from the date of issue of such notice; provided that upon written request from the Service Provider, the Authority shall extend the aforesaid period of [90] days by a further period not exceeding [30] days.

22.2 Authority to act on behalf of Service Provider

22.2.1 During the period of Suspension, the Authority shall not be obliged to pay any Video consultation Fee to the Service Provider.

22.2.2 During the period of Suspension hereunder, all things done or actions taken, including expenditure incurred by the Authority or any entity on its behalf 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 and the Service Provider undertakes to indemnify the Authority for all costs incurred during such period.

22.3 Revocation of Suspension

22.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding [90] days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Service Provider under this Agreement.

22.3.2 Upon the Service Provider having cured the Service Provider Default within a period not exceeding [90] days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Service Provider under this Agreement.

22.4 Termination

22.4.1 At any time during the period of Suspension under this Article 22, the Service Provider may by notice require the Authority to revoke the Suspension and elect to

issue a Termination Notice. The Authority shall within 30 days of receipt of such Termination Notice, terminate this Agreement in accordance with Article 23.

22.4.2 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 22.1, 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 23 - TERMINATION

23.1 Termination for Service Provider Default

23.1.1 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 60 days, 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 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 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 and / or scope of work as laid down in this Agreement including the breach of its obligations with respect to Site;
- (d) the Service Provider abandons or manifests intention to abandon the maintenance of the Project without the prior written consent of the Authority;
- (e) the Service Provider creates any Encumbrance on the Project that is in breach of the provisions of this Agreement;
- (f) the Service Provider repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (g) an execution levied on any of the Assets of the Service Provider has caused a Material Adverse Effect;
- (h) the Service Provider is adjudged bankrupt or insolvent;
- (i) 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;

- (j) 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 15 days of the date thereof or the Service Provider is ordered to be wound up by Court;
- (k) 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;
- (l) 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;
- (m) the Service Provider fails to ensure data confidentiality as per the Applicable Laws;
- (n) the Service Provider has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; and / or
- (o) 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.

23.1.2 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; 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 days to the Service Provider to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the Termination Notice.

23.2 Termination for Authority Default

23.2.1 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 60 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 fails to fulfil its obligation with respect to providing the license to the Sites and such default has a Material Adverse Effect on the Service Provider; or
- (b) the Authority has failed to make any payment of Video-consultation Fees to the Service Provider within the period specified in this Agreement; or
- (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.

23.2.2 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 days to the Authority to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the Termination Notice.

23.3 Termination Payment

23.3.1 Upon Termination on account of a Service Provider Default during the Term, the Authority shall be entitled to terminate this Agreement and encash the Performance Security and the Service Provider shall be liable to forfeit the Performance Security to the Authority. In such event, the Service Provider shall only be entitled the payments due for services till the date of termination. The Authority shall not make any other payment.

23.3.2 Upon Termination on account of Authority Default, the Authority shall return the Performance Security to the Service Provider and shall pay the unpaid and due Video-consultation Fee for the Telemedicine Services rendered in accordance with term hereof prior to Termination Date. The Authority shall also pay the book value (as per annual reports submitted to Authority refer Article 20) post applying depreciation as per the Companies Act 2013 of the Assets being handed over at the time of such Termination.

23.4 Other rights and obligations of the Authority

23.4.1 Upon Termination for any reason whatsoever, the Authority shall:

- (a) be deemed to have taken the unencumbered possession and control of the Project forthwith;

- (b) be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering upon the Site;
- (c) require the Service Provider to comply with the Transfer Requirements set forth in Clause 24.2.

23.5 Survival of rights

23.5.1 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, including Service Provider's obligations towards Transfer Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 24 - SERVICE CONTINUITY AND TRANSFER REQUIREMENTS

24.1 Service Continuity

24.1.1 Notwithstanding Article 23, upon Termination, the Service Provider shall comply with and conform to the following:

- (a) submit to the Authority, a plan outlining the handover procedures, training of Authority staff and plan for management of Personnel (the "**Service Continuity Plan**"); and
- (b) the Service Provider shall continue discharge of obligations for a period of 60 days from the date of Termination of this Agreement or from the date of expiry of the Term, as the case may be (the "**Service Continuity**").

24.2 Transfer Requirements

Upon achieving the Transfer Date or Termination of this Agreement (whichever is earlier), the Service Provider shall comply with and conform to the following Transfer Requirements:

24.2.1 deliver forthwith the right, title and interest in the Project Assets (except any immovable asset, any hardware or equipment in Command Centre(s)) along with all the Manufacturer Manuals, free and clear of all Encumbrances; For avoidance of doubt, the Service Provider shall transfer all software with licenses except commercially available software(s); equipment, hardware, tele-medicine kit etc at Patient Node without any payment by the Authority

24.2.2 transfer the Patient Node Site, free and clear of all Encumbrances;

24.2.3 cure Defects, if any, of all Telemedicine Equipment; provided that in the event of Termination during the Term, all Telemedicine Equipment acquired by the Service Provider for discharging obligations under this Agreement shall be handed over on 'as is where is' basis;

24.2.4 transfer and/or deliver all Applicable Permits/software license(s) relating to the Telemedicine Services to the extent required and permissible under Applicable Laws;

24.2.5 execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Service Provider in the Project, including the right to receive outstanding insurance claims to the extent due and payable to the Authority or its

nominee; and

24.2.6 comply with all other requirements as may be prescribed or required under Applicable Laws for completing the transfer and assignment of all rights, title and interest of the Service Provider in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

24.3 Inspection and cure

24.3.1 Not earlier than 60 days before Termination but not later than 30 days before the effective date of such Termination, the Authority shall verify, after giving due notice to the Service Provider of the time, date and venue of such verification, compliance by the Service Provider with the specification and standards, manufacturer manuals and standard and specifications, and if required, cause appropriate tests to be carried out at the Service Provider's cost for this purpose. Defaults, if any, shall be cured by the Service Provider at its cost..

24.4 Vesting Certificate

24.4.1 The transfer of all rights, title and interest in the Project shall be deemed to be complete on the date when Authority has paid the Service Provider, the Video consultation Fee due under this Agreement. In such case, the Authority shall, without unreasonable delay, thereupon issue a certificate (**the "Vesting Certificate"**), which will have the effect of constituting evidence of transfer by the Service Provider of all of its rights, title and interest in the Project in the Authority pursuant hereto. It is expressly agreed that any Defect in the Transfer Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project, even if, all the Transfer Requirements have been complied with by the Service Provider.

24.5 Transfer costs

24.5.1 The Service Provider shall bear and pay all costs incidental to transfer of all of the rights, title and interest of the Service Provider in the Project in favour of the Authority, save and except that all stamp duties payable on any deeds or documents executed by the Service Provider in connection with such transfer shall be borne by the Authority.

24.6 In the event of any dispute relating to matters covered by and under this Article 24, the Dispute Resolution Procedure shall apply.

ARTICLE 25 - ASSIGNMENT

25.1 Assignment and Charges

25.1.1 Restrictions on assignment and charges

- (a) 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.
- (b) The Service Provider shall not create nor permit to subsist any Encumbrance, on the Telemedicine Equipment except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- (c) The Service Provider shall not mortgage/pledge/hypothecate any Telemedicine Equipment except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

25.1.2 Assignment by the Authority

25.1.2.1 Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 30 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 26 - INTENTIONALLY LEFT BLANK

ARTICLE 27 - INDEMNITY

27.1 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 any breach by the Service Provider of any of its obligations under this Agreement 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.

The provisions of this Article 27 shall survive Termination.

27.2 Intellectual Property

27.2.1 The Service Provider shall indemnify Authority against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

27.2.2 Application Software procured/ developed, as the case may be, by the Service Provider for providing the Telemedicine Services shall be fully owned by the Service Provider until the same stands transferred to the Authority in terms of Clause 24.2 of this Agreement. All the data generated during the Telemedicine Services will be owned by Authority as per the stated policy of Government of Uttar Pradesh. The Service Provider will have to provide the reading tool for accessing the data.

27.2.3 While passing on the rights (license) of using any software/software tool, the Service Provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.

27.2.4 The software licenses obtained by the Service Provider shall be genuine, full use and should provide patches, fixes, security updates directly from the original equipment manufacturer ("**OEM**") at no additional cost to the Authority during the Term.

27.2.5 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof in India the Service Provider shall act expeditiously to extinguish such claim. If the Service Provider fails to comply and Authority is required to pay compensation to a third party resulting from such infringement, the Service Provider shall be responsible for the compensation including all expenses, court costs and

lawyer fees. Authority will give notice to the Service Provider of such claim, if it is made, without delay.

ARTICLE 28 - DISPUTE RESOLUTION

28.1 Dispute resolution

28.1.1 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 28.2.

28.1.2 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.

28.2 Conciliation

28.2.1 In the event of any Dispute between the Parties, either Party may call upon the designated official of 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 chairman or any designated official of the Authority and the chairman or any designated official of the board of directors or any equivalent official of the Service Provider for amicable settlement, and upon such reference, the said persons shall meet no later than 7 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 days period or the Dispute is not amicably settled within 15 days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 days of the notice in writing referred to in Clause 28.1.1 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 28.3.

28.3 Arbitration

28.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 28.2, shall be finally decided by reference to arbitration in accordance with Clause 28.3.2. Such arbitration shall be held in accordance with the provisions of the Arbitration Act. The venue of such arbitration shall be Lucknow, and the language of arbitration proceedings shall be English.

28.3.2 Each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator, who will be the presiding arbitrator in accordance with the Arbitration and Conciliation Act 1996 and any amendment thereof. In the event of disagreement between the two arbitrators, the appointment shall be in

accordance with the Arbitration and Conciliation Act 1996 and any amendment thereof.

28.3.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Article 28 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.

28.3.4 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.

28.3.5 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.

ARTICLE 29 - MISCELLANEOUS

29.1 Governing law and jurisdiction

29.1.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Article 28, the courts at Lucknow, Uttar Pradesh shall have jurisdiction over matters arising out of or relating to this Agreement.

29.2 Waiver of immunity

29.2.1 Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) 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;
- (c) 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
- (d) 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).

29.3 Waiver

29.3.1 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:

- (a) 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;

- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

29.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor any obligation thereunder, nor time, nor 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.

29.4 Exclusion of implied warranties etc.

29.4.1 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.

29.5 Entire Agreement

29.5.1 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.

29.6 Severability

29.6.1 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.

29.7 No partnership

29.7.1 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.

29.8 Successors and Assigns

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

29.9 Notices

29.9.1 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:

- (a) in the case of the Service Provider, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person 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 outside Lucknow may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Service Provider may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Chairman or any Designated Official of 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; provided that if the Service Provider does not have an office in Lucknow it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- (c) 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.

29.10 Language

29.10.1 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.

29.11 Counterparts

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

ARTICLE 30 DEFINITIONS

30.1 Definitions

30.1.1 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:

"**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 Clause 21.1;

"**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 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 clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the provision of Telemedicine Services, during the subsistence of this Agreement;

"**Appointed Date**" means the date on which the Conditions Precedent of both the Parties have been met or waived, as the case may be, and shall be deemed to be the date of commencement of the Term;

"**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;

"**Assets**" means (a) rights of access to the Site in the form of license or otherwise; (b) Telemedicine Equipment, Kit tangible assets such as fittings, communication systems; (c) the Command Centre(s), (d) assets such as software database and license(s), and Intellectual Properties; (e) all rights of the Service Provider under the this; (f) financial assets, such as receivables, security deposits etc.; (g) insurance proceeds; and (h) Applicable Permits and authorisations relating to or in respect of the Telemedicine Services;

"**Authority**" means Department of Medical Health & Family Welfare, Government of Uttar Pradesh.

"**Authority's Default**" shall have the meaning set forth in Clause 23.2;

"**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;

"**Award**" shall have the meaning set forth in Clause 28.3;

"**Bank Rate**" shall mean as set-forth in Clause 18.3.2

"**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;

"**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;

"**Bid Security**" means the security provided by the Service Provider to the Authority along with the Bid in a sum of Rs. 22,50,000/- (Rupees Twenty Two Lakh Fifty Thousand only), in accordance with the Bid documents, and which is to remain in force until substituted by the Performance Security;

"**Central Patient Portal or CPP**" shall mean centrally managed web platform designed and developed for Telemedicine Services by Tele-consultation Service Provider. All EMR shall be integrated with CPP and updated on real-time basis. The Service Provider for Telemedicine services shall be able to retrieve patient information through CPP in its EMR. The CPP shall have the registration details and medical history of a patient registered on CPP.

"**Change in Ownership**" shall mean: (i) in case Service Provider is a company incorporated by selected bidder, the decrease in control of voting power exercised by selected bidder below 51% of the total voting power of the Service Provider; or (ii) in case selected bidder (single entity) itself is Service Provider then change in control of the composition of Board of Director or equivalent /Governing Body of the selected bidder or (iii) in case selected bidder (consortium of entities) itself is Service Provider then the collective share in capital investment decrease below 51% of the equity capital investment required to be infused and expended for the

project

"**Change of Scope**" shall mean as set-forth in Clause 2.3

"**Change of Scope Notice**" shall mean as set-forth in Clause 2.3

"**Command Centre(s)**" shall mean Site/ Licensed Premises set up to deploy Specialists for the purpose of undertaking video-consultation.

"**Commencement of Operation**" shall mean, with respect to the Project, the date on which the Service Provider successfully obtains the Project Completion Certificate and commence its Telemedicine Services in the State of Uttar Pradesh; and with respect to Project Milestone, the date on which Service Provider successfully obtains the Milestone Completion Certificate and commence its Telemedicine Services in the respective Cluster or Patient Nodes, as the case may be;

"**Completion Date**" shall have the meaning set forth in Clause 12.1;

"**Conditions Precedent**" shall have the meaning set forth in Clause 4.1.1;

"**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.

"**Damages**" shall have the meaning set forth in Sub-clause (t) of Clause 1.2.1;

"**Defect(s)**" means any defect or deficiency, whether latent or patent in the design, engineering, manufacturing, workmanship or material used in any Telemedicine Equipment and/ or any failure to provide the Telemedicine Services in accordance with the terms this Agreement;

"**Digital Signature/ Electronic Signature**" shall mean authentication of any electronic record by an Subscriber by means of an electronic method or procedure in accordance with the provisions of section 3 of Information Technology Act 2000;

"**Dispute**" shall have the meaning set forth in Clause 28.1.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes set forth in Article 28;

"**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;

"Encumbrances" means any 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;

"Force Majeure" or **"Force Majeure Event"** shall have the meaning ascribed to it in Clause 21.1;

"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;

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

"Indemnified Persons" means the Party entitled to the benefit of an indemnity pursuant to Article 27;

"Indirect Political Event" shall have the meaning set forth in Clause 21.3;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 19, 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;

"Key Performance Indications or KPI" shall mean as set-forth in Schedule G;

"LOA" or **"Letter of Acceptance"** means the letter of acceptance referred to in Recital (D);

"Manufacturer Manuals" shall mean the usage manuals, operating guidelines and brochures that are provided by the manufacturers of the Telemedicine Equipment.

"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;

"Medical Authorities" shall include all personnel, doctors, paramedics, administration, staff of the respective hospitals/health centres/hospital governing body/medical colleges who are in a position of authority to issue guidelines and directions in respect of the respective Sites/ Licensed Premises.

"Milestone Completion Certificate" shall mean as set-forth in Clause 12.2

"NTP" means the notice to proceed issued by the Authority to the Service Provider under Clause 4.2;

"Non-Political Event" shall have the meaning set forth in Clause 21.2;

"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 Clause 9.1;

"Personnel" shall mean and include all workers/ employees/ sub-contractors, Specialists, employed by the Service Provider for the purpose of operating the Project in terms with this Agreement.

"Political Event" shall have the meaning set forth in Clause 21.4;

"Project" shall mean construct, equip, manned, operate and maintain Telemedicine Equipment and provide Telemedicine Services (Video consultation) in accordance with the provisions of this Agreement and includes, all works, services and equipment relating to or in respect of the Scope of Project;

"Project Centres" shall means any public healthcare facilities in the state of Uttar Pradesh where space/premises is allotted by the Medical Authorities to the Service Provider to carry out its functions during the term of the Agreement as set out in the **Schedule A**.

"Project Completion Certificate" shall mean as set-forth in clause 12.2

"Patient Nodes" shall mean the health facility developed, equipped, staffed by Service Provider at the Sites for providing the Telemedicine Services as set forth in **Schedule A**.

"**Re.**", "**Rs.**" or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**RFP**" shall have the meaning set forth in Recital 'B';

"**Safety Requirements**" shall have the meaning set forth in Clause 16.2.1;

"**Scheduled Milestone Completion Date**" shall have meaning set forth in Schedule D;

"**Scheduled Project Completion Date**" shall have meaning set forth in Schedule D;

"**Scope of the Project**" shall have the meaning set forth in Clause 2.1;

"**Security Requirements**" shall have the meaning set forth in Clause 16.1.1;

"**Service Continuity**" shall have the meaning set forth in Clause 24.1;

"**Service Continuity Plan**" shall have the meaning set forth in Clause 24.1;

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

"**Service Provider's Default**" shall have the meaning set forth in Clause 23.1.1;

"**Sites**"/"**Licensed Premises**" means any space/premises allotted by the Medical Authorities to the Service Provider within the Project Centres to carry out its functions, including but not limited to the setting up and operation of the Project Nodes, during the term of the Agreement as set out in the **Schedule A**;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Telemedicine Equipment, as set forth in **Schedule B** and any modifications thereof, or additions thereto, as included in the design and engineering for the Telemedicine Equipment submitted by the Service Provider to, and expressly approved by, the Authority;

"**Specialist Doctor**" or "**Specialist**" shall have the meaning as set forth in **Schedule A**

"**State**" means the State of Uttar Pradesh and "State Government" means the government of that State;

"**Subscriber**" shall mean a person whose name the digital signature certificate is

issued under sub-section (4) of section 35 of Information Technology Act 2000;

"Suspension" shall have the meaning set forth in Clause 22.1;

"Tax" 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, telemedicine equipment and services incorporated in and forming part of the Project and Telemedicine Services 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;

"Telemedicine Equipment(s)" means all such equipment(s) which are to be procured, installed, commissioned, tested and maintained by the Service Provider at the Sites for the purposes of setting up Patient Nodes, a Command Centre(s) and for providing the Telemedicine Services at the Sites.

"Telemedicine Services" means all obligations and services set forth in the **Schedule A**;

"Tele Consultation Service Provider" shall be the party selected by the Authority to provide Tele Consultation Services.

"Term" shall mean as set forth in Clause 3.1;

"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;

"Test(s)" shall have meaning set forth in Article 12;

"Transfer Date" means the date falling on the last date of the Term or the Termination Date on which date the Service Provider fulfils the Transfer Requirements, pursuant to the provisions of this Agreement;

"Transfer Requirements" means the obligations of the Service Provider, as set forth in Clause 24.2; and

"Vesting Certificate" shall have the meaning set forth in Clause 24.4.

"Video consultation Fees" shall mean the fee (refer Article 18), quoted by the

Service Provider in its Financial Proposal, payable by the Authority every month from Commencement of Operation of the Project during the Term and/or till the expiry of Service Continuity or any extended period thereafter in accordance with the provision of this Agreement;

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)

In the presence of
1.

2.

/

SIGNED, SEALED AND
DELIVERED
For and on behalf of SERVICE PROVIDER
by:

Signature)
(Name)
(Designation)

In the presence of
1.

2.

SCHEDULES

Schedule A - Scope of the Project

(Refer Article 2)

Tele-medicine project shall have multiple components of which following are to be included in this project:

- a) Video-consultation: video consultation shall be provided to the patient referred by the government appointed doctors at Project Centres/ Authority. Video consultation shall be provided during the operational hours of the CHC. The Service Provider shall schedule video consultations at a Patient Node in consultation with the government appointed doctor at the Project Centre assigned by the Authority for facilitating video consultations.. The level of service for OPD shall be at least those, which are normally planned to be provided in such Community Health Centre.
- b) Tele-medicine Software: The software shall be procured/ developed such that it:
 - i. Enables video conferencing between Patient Nodes and Command Centre(s);
 - ii. Enables scheduling of appointments;
 - iii. Alerts the patient of upcoming appointment at periodic intervals through SMS;
 - iv. Creates and updates Electronic Medical Records of the patient; and
 - v. Should be able to integrate and be able to send/receive alerts (SMS/Email) to government designated service provider(s) for diagnosis, medicine dispensing facility or any other such facility.
- c) Electronic Medical Record (EMR): The Service Provider shall develop EMR for Video-consultation. The EMR must be integrated with Central Patient Portal. The Service Provider shall use EMR to register a patient, record medical history and any other detail as be required. EMR system must capture mandatory fields and should have the ability to interact with Central Patient Portal. The EMR shall be developed in compliance with Electronic Health Record guidelines issued by Ministry of Health and Family Welfare, Government of India.
- d) Connectivity: The Service provider shall arrange for the required connectivity to ensure successful video-consultation process and transmit data / reports / images etc. in accordance with the terms of this Agreement.
- e) Set up Patient Nodes and Command Centre(s) as defined in the Agreement.

The detailed scope of work shall include the following:

1. Design, develop, supply, install, implement, operationalize, commission, manage and maintain end-to-end Telemedicine Services which include equipping and operating Patient Nodes at CHC Level within the Cluster, Command Centre(s) anywhere in India where video-consultations from Patient Nodes shall be handled by Specialist doctors, maintaining Electronic Medical Record, ele-medicine oftware, computer hardware, medical equipment & infrastructure consisting of cloud based technology, wired or/ and wireless broadband, wide area network;

2. The Command Centre(s) shall have individual cubicles with ample space so as to provide effective video consultations without any interruptions;
3. Design, develop, supply, commission, configure, test, implement, manage and maintain the online software (integrated with SMS services) on central server for online submission of patient's information between Patient Nodes and Command Centre(s), creation and updation of patient's EMR (Electronic Medical Record), interact with other stakeholders such as Central Patient Portal, diagnostics service providers, medicine dispensing centres, etc;
4. Establish and operate Command Centre(s) from where Specialists shall be available as per the prefixed schedule defined in this Agreement for video consultation with Patient Nodes. Space for Command Centre(s) shall be arranged by the Service Provider and shall not be provided by the Authority;
5. The Service Provider shall schedule video consultation hours at each centre in consultation with the doctors appointed by the Authority at the centres to facilitate video consultations
6. Create and operate Patient Nodes at Sites specified in **Annexure I** of Schedule A from where patients shall consult with Specialists using video-conferencing facility;
7. Ensure system readiness including availability of operational manpower/ staff/ computer operators, computers, printers, power back up, printing stationary, printing cartridges, internet connectivity broadband/ data card, LAN, network switches, electric points within the site, security of counters, computer table, computer chair, minor civil works/ renovation of Patient Nodes;
8. Engage and deploy adequate number of Specialists at Command Centre(s) and at least one telemedicine technician at every Patient Node; and sufficient project managers, IT professionals, network managers, network executive & operational manpower at the state/ district and various project locations for smooth operations of the project;
9. The telemedicine technician at the Project Node shall schedule appointments for all patients referred by government appointed doctors at Project Centres for video consultation based on the availability of Specialists;
10. The Service Provider shall make available Consultation Requisition Forms (CRF) at all Project Centres which shall be filled and signed by doctors at Project Centres for all patients referred for video consultation;
11. The CRF shall capture at minimum the following details date of referral, name, age, UHID/ mobile number, description of ailment, type of specialist required for consultation and registration number of the doctor referring the patient;
12. CRF along with relevant medical files (including diagnosis reports, diagnostic test results, prescriptions issued if any) shall be scanned and updated in the EMR while scheduling appointment for the patient;

13. The appointment shall be scheduled by the telemedicine technician deployed by the Service Provider, at the Patient Node, not later than two working days from the referral of patient for video consultation with the Specialist;
14. The Service Provider may refer a patient to government's designated diagnostic centre and may inform & schedule an appointment for such patient for further consultation as may be required post diagnosis with Specialist doctors through Patient Nodes;
15. The Service Provider may prescribe (duly digitally / in person signed) medicine by the qualified doctor as may be required and refer a patient to nearest medicine dispensing facility;
16. The Service Provider may have to alert / inform through SMS / Telephone /Email/ Central Patient Portal;
17. Major modules to be covered under the EMR (Must be in compliance with Electronic Health Record (EHR) Standards for India issued by Ministry of Health & Family Welfare):
 - a. Master Record Management (Indicative master records: State, District, Block/ Tehsil, Year, Month, Institute Location, Institute Location Type, Login User, User type, Specialist, Specialist type, Doctor, Patient, Aadhaar numbers of Patients/doctors etc)
 - b. Registration, Investigation, Follow-up visit, Referral modules etc for consultation with respective Specialist in FIFO (First-In-First-Out) manner.
 - c. Auto populate patient portal with patient record after every consultation
 - d. Powerful Search tool (based on OPD Registration/ IPD Registration/ Emergency Registration data fields)
 - e. User Management (Administrator, State, District, Health Institution I/c, Computer operators)
 - f. Download data (Month/ Year – Anyone/ All; District – Anyone/ All)
 - g. Master Reports, Change Password, Other Modules as per the requirements
 - h. Interaction with other stakeholders within the eco-system
 - i. Shall maintain data back up
 - j. Shall conduct basic vital test through Tele-medicine kit, below are minimum requirement
 - i. Blood pressure
 - ii. Blood Sugar
 - iii. Temperature
 - iv. ECG
 - v. Stethoscope
 - vi. Height & Weight measurement
18. Store and provide consolidated monthly data backup (except Audio-Video recordings) to State HQ and same should be kept safe also with themselves. The storage media in the form of External Hard Disk Drive/ DVD/ CD/ Pen Drive/LTO Cartridge shall be provided to the Authority at the end of every quarter;
19. Arrange all types of server hardware, software, database, data storage, connectivity, networking equipment, antivirus, intrusion software, security audit, sms services etc

required for central server shall be the responsibility of the Service Provider. It would be the responsibility of the Service Provider to use high end capacity server hardware, software, internet connectivity of sufficient bandwidth along with backup internet connectivity facility etc.;

20. Online software designed, developed, with licensed etc under this Agreement shall transferred to the Authority at the end of the Term of this Agreement. The Authority should be able to run the services without any hindrances post Termination or expiry; The Service Provider shall ensure smooth migration of all data as per the requirement post termination / expiry. All data must be retrievable in user readable format;

21. The Service Provider shall record all the video consultations and provide a hard disk containing all the recordings to the Authority at the end of every quarter. The recording should indexed with date and time;

22. The Tele-Medicine software shall have DICOM viewer;

23. General Technical Requirement

- a. The solution shall preferably be built with open source technology and inter-operable. All display should be in English or Hindi language.
- b. As per the industry standard user authentication system and user roles framework, as the users are located across the various locations/ levels in the state.
- c. The system shall support multiple concurrent user transactions.
- d. The system shall be capable of handling text, image, structured document, and vector data among others.

24. Training

- a. The Service Provider shall provide training to system users (Doctor/ Other staff) to efficiently use the system.
- b. Training needs to be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in Hindi/English.
- c. The Service Provider shall finalise the schedule for training in consultation with the Authority for each year

25. Equip, Operate and Maintain Patient Nodes

- i. The Service Provider shall set up Telemedicine Equipment in Project Centres as may be suggested by the Authority as Patient Node and as described in Schedule A of this Agreement.
- ii. Service Provider shall deploy trained telemedicine technician (ANM/GNM) for transmitting basic vitals, X-Ray reports, or any other medical reports, test etc. through Electronic Medical Record. The deployed manpower should be able to do basic health check-ups, conduct basic test such as blood pressure, sugar, fever measurement, pulse check, and ECG.
- iii. These Sites shall connect with Command Centre(s) to provide audio-video consultation with Specialist doctors as prescribed in this **Schedule A** to the patients.

- iv. These Sites would capture the patient's information and investigation using medical equipment and transmit in the Electronic Medical Record and telemedicine software for expert opinion of Specialist doctors. These nodes must be equipped with basic setup having multimedia computer system(s). Diagnostic reports of the patient will be transmitted using the telemedicine software system (Electronic Medical Record). Film Scanner may be used for sending X-ray / CT / MRI images and Tele-microscopy system to send smear for parasite in blood for bacteriological studies. Additionally, a digital ECG device has to be provided. A basic multi-functional printer is to be provided for printing report and records for distribution to patient.
- v. The tele-medicine functionality at these units shall have the ability to create and maintain Electronic Medical Record of the patient. The System shall also have the ability to be integrated with Central Patient Portal and transmit Electronic Medical Record of the patient generated after every consultation. This model supports offline, online, and interactive telemedicine creating complete technological base of all types of services / modalities.
- vi. Feedback shall be collected from the patients after every consultation through EMR.
- vii. A web-based Server system having all facility to allow local consultant and remote doctors to connect, create, and temporarily store EMR and provide/retrieve expert opinion. This model supports offline, and web-based telemedicine creating sufficient and cost-effective technological base of all types of services / modalities.

26. Minimum Equipment Requirement at Patient Nodes

- a. Digital Thermometer
- b. Glucometer
- c. Pulse oximeter
- d. BP instrument
- e. Foetal Heart Rate Monitor
- f. Digital ECG
- g. Digital Stethoscope
- h. Weighing Scale
- i. Digitizer / Scanner for digital transmission of X Ray/ CT Scan/ MRI
- j. Audio-Video facility
- k. Any other required equipment/ instrument as per the specialty

27. Manpower Requirement

- a. Patient Nodes
 - i. Qualified ANM/ GNM staff
 - ii. Support Staff as per requirement
- b. Command Centre(s)

Specialist doctors (MD and DMD) shall be deployed at the Command Centre(s).

- (i) Indicative schedule of Specialists (to be finalized with Authority):

SN	Specialist Doctors	Qualification	Minim number of Hours per Day	Days in a week
1	General Medicine	MD and DMD	8	6 days
2	Obstetrician & Gynaecologist	MD and DMD	8	6 days
3	Paediatrician	MD and DMD	8	6 days
4	Orthopadician	MD and DMD	4	6 days
5	Physical Medicine and Rehabilitation	MD and DMD	4	6 days
6	Gastroenterologist	MD and DMD	4	6 days
7	Oncologist	MD and DMD	2	6 days
8	Endocrinologist	MD and DMD	4	6 days
9	Skin and VD	MD and DMD	4	6 days
10	Cardiologist	MD and DMD	4	6 days
11	Nephrologist	MD and DMD	4	6 days
12	Neurologist	MD and DMD	4	6 days
13	Urologist	MD and DMD	4	6 days

The Service Provider shall have to freeze the above schedule in consultation with the authority. Authority may revise the schedule at regular intervals based on the prevalence and disease profile.

Bio-metric attendance shall be mandatory for all staff deployed by the Service Provider for this Project.

- (ii) The Service Provider shall to the extent possible register / authenticate patients with AADHAAR Card, however the Service Provider shall not deny any patient in absence of AADHAR Card.

Note: All doctors deployed for the Project must have qualification degree from a recognized institute in India and / or must have valid licence to practice in India

28. Minimum 2 Mbps (for each of uplink and downlink channels) speed for videoconference and data transmission between Patient Nodes and Command Centre(s) should be provided.

29. Electronic Medical Record

- i. GIS Mapping of all connected Patient Nodes and Command Centre(s) and type of health institutions and node information should be display on map
- ii. EMR shall be integrated with SMS gateway and Email: For information or notification of case to the concerned person (e.g: telemedicine.aaa@gmail.com).
- iii. EMR shall be integrated with Central Patient Portal enabling EMR to access patient records and auto-populate Central patient portal with information captured during the consultation
- iv. Identify and maintain a patient record: The EMR system should be able to uniquely identify patient, maintain patient demographics and records for multiple encounters and disease case episodes to facilitate continuity of care
- v. Registration and Authentication of Patients- The EMR system should be able register first time patients. Aadhaar number shall be used to generate the Unique Health Identifier (UHID), in the absence of Aadhaar, mobile number shall be used. EMR shall also have the provision to authenticate patients who are registered through Tele-consultation helpline, preferably through bio-metric or by verifying a photo ID. The system shall capture time stamp as well as digital signature of the authenticator
- vi. The system shall capture at minimum the following patient data during registration
 - a. Name
 - b. Age
 - c. Sex
 - d. Marital Status
 - e. Preferable Language
 - f. Chronic conditions
 - g. Relevant previous medical history
 - h. List current long term medication used by the patient
 - i. Food & Drug Allergies if any
- vii. The system shall have the provision for counsellors/paramedics on call to modify registered patient mobile number. The Counsellor/Paramedic will have to authenticate the patient through Aadhaar number or any other valid identification details produced during registration or authentication of registration. Only after the patient enters the number correctly, shall the counsellor / Paramedic gain rights to modify
- viii. Diagnosis- Maintains the problems list (long term, per episode), support guideline based advice, provides access to knowledge-based resources (e.g.

practice guidelines). Facilitate generation of reports by patients, providers and diagnosis.

- ix. Medication List – The EMR should provide ability to maintain medication list (long term, per-episode, active- inactive) allergy list, write prescriptions, and automatically alert the practitioners about any drug allergy. Should have prescription writer and support prescription sharing with patient (email, message), and medication history, Automatic drug interaction checking should also be made available (drug-drug, drug food), should enable creation of practitioner specific medication list, Provide drug information such as side effects, adverse reaction, overdose, dosage, forms supplied. Ability of the user to add new drugs prescriptions to the systems, generation of reports by patients, medications and providers.
- x. Manage clinical documents and notes: The system is able to manage clinical documents and notes for the patients and has the ability to capture external clinical document. The scope of this includes outpatient, inpatient, ambulatory care services and any procedure performed.
- xi. Lab/X-Ray/Pathology Features- Permits uploading of orders to other facilities, maintains profiles of available test/indications, flags abnormal lab results, Permits creation of panels- disease specific, patient specific and population specific. Generate alerts for redundant testing, generates report by patient, medication provider. Should support uploading, sharing and exchange of any lab reports of previously carried out tests provided by the patient that are relevant. Should support uploading, sharing and exchanging of radiology images.
- xii. Preventive Health features- Capture patient intervention history, permits design of interventions protocols by sex, age, disease state, permits guidelines based protocols, provides user-friendly alerts. Ability to generate report by patient, provider, diagnosis and protocol.
- xiii. Referral Creation – Maintains list of referral sites/ providers by specialty, reason for referral, location. Captures referral history (patient, provider, site and reason/diagnosis)
- xiv. Guidelines and Protocols: Manage guidelines, protocols and patient-specific care plans, Generate and record patient-specific instructions
- xv. The EMR and related Intellectual Property Rights will be the property of the Authority and there will be no license fee
- xvi. EMR shall have the provision for a progress note that needs to be filled after every consultation. The system records progress notes utilizing a combination of system default, provider customizable, and provider-defined templates
- xvii. EMR shall have the capability to automatically update other sections of the record with data entered in the progress note
- xviii. The progress note shall be updated simultaneously by consulting paramedics/ counsellors /doctors available at Patient Node and Command Centre(s).
- xix. Progress note digitally signed at the end of every consultation by the

Specialist doctor at the Command Centre(s)

- xx. The progress note at minimum shall capture chief complaint, symptoms, and details of the consulting physician, physical examination findings, diagnosis, and prescriptions for medication and lab tests if any during every consultation.
- xxi. EMR shall allow system enables progress notes to be sorted for viewing in chronological or reverse chronological order by encounter date.
- xxii. EMR shall support remote system monitoring technology
- xxiii. EMR shall incorporate extensive secure telecommunications capabilities that link doctors from remote locations
- xxiv. The system should capture date and time stamps of all entries along with electronic signature and title of person entering the data.
- xxv. The system should be able to update the availability of Specialists on real time basis;
- xxvi. The system shall update the Central patient portal with updated and real time availability of Specialists
- xxvii. The system shall update the Central patient portal with schedule of consultations at every Patient Node for the next two days
- xxviii. Shall update the central patient portal every day with record of consultation that were carried out on the day
- xxix. Shall update the central patient portal with record of cancelled consultation and reasons for cancellation at the end of every day
- xxx. The system should support HIPAA standards for electronic transactions
- xxxi. The system should include extensive error checking of all user input data, including, but not limited to:
 - i. ICD-10 (Check diagnosis against gender, age, other as necessary)
 - ii. ICD-10 procedure checking against diagnosis
- xxxii. EMR shall include a standard template for prescription. In addition, the template shall include
 - i. Name of the patient
 - ii. Age
 - iii. Sex
 - iv. Contact Number
 - v. Name of the consulting doctor
- xxxiii. EMR shall auto populate data fields of the prescription with patient demographics and name of the consulting doctor
- xxxiv. Prescription needs to be digitally signed and store as a part of patient's EMR. EMR shall have the provision of printing prescriptions and patient records when required.
- xxxv. The information required to be collected by EMR system shall be finalized by the Service provider in consultation with the Authority
- xxxvi. Standards & Compliances for EMR

In addition to point 17 of Schedule A, the EMR shall comply with Electronic Health Record Standards 2016 issued by Ministry of Health and Family Welfare

Sr no	Transaction and Code Set Standards	Standards Approved by Ministry of Health & Family Welfare, GOI
1	Unique Health Identifier – to act as Patient Identifier	UHID (Aadhaar Number shall be used to generate) If Aadhaar is not available, mobile phone number or any other identifier agreed with the Authority may be considered
2	Interoperability Between Standard or Vocabulary	UMLS
3	Lab Order Resulting	LOINC
4	Lab Interface/Messaging	HL7, ASTM E1238n and CEN TC251
5	Disease classification (Diagnosis - classification for all general epidemiological)	WHO ICD 10
6	Clinical Terminology (Clinical Findings & Clinical Terms)	SNOMED – CT
7	Procedure Terminology for Payer Claims	CPT 4
8	Clinical Procedure Coding System	WHO – PCS
9	Drug classification, and drug Information Framework	ATC/ RxNorm
10	Classification of functioning, disability & health	WHO – ICF
11	Content Exchange Standard - Electronic Health records	CDA, CCR, CCDA
12	Content Exchange Standard – Messaging for interoperability between Administrative, Financial, Clinical, Lab, Dietary or other disparate Hospital systems	HL7 Ver 2.5.1
13	Content Exchange standard- Digital Imaging	DICOM

30. Regular AMC of hardware/ software/ security / communication channels etc. for the smooth operations of the Patient Nodes and Command Centre(s). Hand-over of complete operational system at the end of the Term or early Termination.

31. Ensure sufficient manpower/ computer operators for Patient Nodes, Command Centre(s) units for ensuring continuous and smooth operations

32. Keeping a watch on the health of the system to ensure minimum downtime of each of the components and to keep sufficient reserve stock of hardware devices and medical equipment.
33. Conduct server and database maintenance activities at central server in a scheduled manner and during off-peak hours (preferably on Saturday/ Sunday or Holiday with prior permission and information display on web-portal)
34. Disaster Recovery Management
 - i. Service Provider (SP) is responsible for disaster recovery services (DRS) so as to ensure continuity of operations in the event of failure of primary data centre and meet the recovery point objective (RPO) and recovery time objective (RTO) requirements.
 - ii. RPO should be less than or equal to 2 hours and RTO shall be less than or equal to 4 hours
 - iii. The key transaction data shall have RPO of 15 minutes. However, during the change from Primary DC to DRC or vice-versa (regular planned changes), there should not be any data loss.
 - iv. There shall be asynchronous replication of data between Primary DC and DRDC and the SP will be responsible for sizing and providing the DC-DR replication link so as to meet the RTO and the RPO requirements.
 - v. During normal operations, the Primary Data Centre will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the PDC - Primary Data Centre) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Site.
 - vi. In the event of a site failover or switchover, DR site will take over the active role, and all requests should be routed through that site. The pre-requisite to route request to DR should be articulated properly and shared by CSP (Cloud Service Provider).
 - vii. Whenever there is failover from primary to secondary, compute environment for the application at DR site shall be equivalent to DC
 - viii. The bandwidth at the DR shall be scaled to the level of Data centre when DR is activated.
 - ix. Shall maintain local server for Patient Nodes and Command Centre and should be able to integrated with Central Patient Portal
35. Web Application Firewall as Service
 - i. Web Application Filter for OWASP Top 10 protection
 - ii. SP WAF should be able to block invalidated requests.
 - iii. SP WAF should have manual control over IP/Subnet. i.e., Allow or Deny IP/Subnet from accessing website.
 - iv. The attackers should receive custom response once they are blocked.
 - v. SP must offer provision to customize response of vulnerable requests.

- vi. SP WAF should be able to monitor attack incidents and simultaneously control the attacker IP.
- vii. SP WAF should be able to Greylist or Backlist IP/Subnet.
- viii. SP WAF should be able to set a limit to maximum number of simultaneous requests to the web server & should drop requests if the number of requests exceed the threshold limit.
- ix. The WAF should be able to set a limit to maximum number of simultaneous connections per IP. And should BAN the IP if the threshold is violated.
- x. Should be able to set a limit to maximum length of path to URL.
- xi. Should be able to limit maximum size of request to Kilobytes.
- xii. SP WAF should be able to limit maximum time in seconds for a client to send its HTTP request.
- xiii. Should be able to BAN an IP for a customizable specified amount of time if the HTTP request is too large.
- xiv. Should be able to limit maximum size of PUT request entity in MB

36. Minimum specifications for Video Consultation

- i. The quality of video resolution between Patient Nodes and Command Centre(s) should be minimum 720p (1280X720)
- ii. The Service Provider shall ensure uninterrupted quality audio-video call with patient and provide means for effective consultation
- iii. The Service Provider shall equip every Patient Node and every seat at Command Centre(s) with a full HD (with minimum 1280 x 720p video capture resolution) web camera with auto focus and auto light correction, and 32"LED monitor
- iv. Due to technology / IT solution proposed, consultation should not be affected
- v. The Service Provider shall ensure the adequate internet speed and bandwidth both at Command Centre(s) as well as Patient Nodes. However, the minimum bandwidth should not be less than 2 mbps both at Patient Nodes and Command Centre(s)
- vi. The Service Provider shall ensure that the deployed manpower for video-consultation shall be proficient in Hindi and English languages and be able to provide video consultation services in these languages

Schedule A
Annexure I

List of Centre for Patient Nodes

250 Patient Nodes shall be setup in the State. The following list of 240 Patient Nodes is indicative and a final list of 250 Patient Nodes shall be provided at the implementation stage.

The total number of Patient Nodes to be setup in Cluster One are **120**.

S.No	District	Name of the CHC
1.	Allahabad	Bahariya
2.	Allahabad	Bahadurpur (Kotwa)
3.	Allahabad	Dhanupur
4.	Allahabad	Phulpur
5.	Allahabad	Handia
6.	Allahabad	Karchhna
7.	Allahabad	kauaihar
8.	Allahabad	Kaundhiara
9.	Allahabad	Ramnagar
10.	Allahabad	Saidabad
11.	Allahabad	Holagarh
12.	Allahabad	Shankergrah
13.	Allahabad	Manda
14.	Allahabad	Koraon
15.	Allahabad	Meja
16.	Allahabad	Pratappur
17.	Fatehpur	Gazipur
18.	Fatehpur	Khaga
19.	Fatehpur	Jahanabad
20.	Fatehpur	Dhata
21.	Fatehpur	Hathgam
22.	Fatehpur	Khakhereru
23.	Fatehpur	Bindaki
24.	Fatehpur	Amauli
25.	Kaushambi	Sarai Ageel CHC
26.	Kaushambi	Sirathu CHC
27.	Kaushambi	Muratganj at Alamchand CHC
28.	Kaushambi	Ismailpur CHC
29.	Kaushambi	Kaneli CHC
30.	Pratapgarh	Maheganj CHC
31.	Pratapgarh	Kalakankar CHC
32.	Pratapgarh	Gajrahi CHC
33.	Pratapgarh	Parvatpur CHC
34.	Pratapgarh	Araula CHC
35.	Pratapgarh	Dhidui CHC
36.	Pratapgarh	Dharu Pur CHC
37.	Pratapgarh	Rampur Sangramgarh CHC
38.	Pratapgarh	Sangipur CHC

S.No	District	Name of the CHC
39.	Pratapgarh	Amargarh CHC
40.	Pratapgarh	Gaura CHC
41.	Jaunpur	Nav Pedwa CHC
42.	Jaunpur	Sujanganj CHC
43.	Jaunpur	Muftiganj CHC
44.	Jaunpur	Mugrabad Shahpur CHC
45.	Jaunpur	Mehrawan CHC
46.	Jaunpur	Dobhi CHC
47.	Jaunpur	Rehati CHC
48.	Jaunpur	Khuthan CHC
49.	Jaunpur	Machhlishahr CHC
50.	Jaunpur	Suethakala CHC
51.	Jaunpur	Rampur CHC
52.	Jaunpur	Maharajganj CHC
53.	Jaunpur	Kerakat CHC
54.	Jaunpur	Barasthi CHC
55.	Ghazipur	Bhadaura
56.	Ghazipur	Birno
57.	Ghazipur	Devkali
58.	Ghazipur	Gondour
59.	Ghazipur	Karnda
60.	Ghazipur	Manihari
61.	Ghazipur	Revtipur
62.	Ghazipur	Sadat
63.	Ghazipur	Barachavar
64.	Ghazipur	Mohammadabad
65.	Ghazipur	Kasimabad
66.	Ghazipur	Zamania
67.	Chandauli	Bhongwara
68.	Chandauli	Chakiya CHC
69.	Chandauli	Sakaldeeha
70.	Chandauli	Dhanapur
71.	Chandauli	Naugarh
72.	Varanasi	Gangapur Mangari
73.	Varanasi	Hathi Bazar
74.	Varanasi	Mishirpur
75.	Varanasi	Narpatpur
76.	Varanasi	Puwarikala
77.	Varanasi	Viravcoot
78.	Varanasi	Arajiline(jakhani)
79.	Varanasi	Cholapur
80.	Sonbhadra	Babhani
81.	Sonbhadra	Chopan
82.	Sonbhadra	Duddhi
83.	Sonbhadra	Nagawa
84.	Sonbhadra	Ghorawal
85.	Sonbhadra	Myorpur

S.No	District	Name of the CHC
86.	Mirzapur	Madihan CHC
87.	Mirzapur	Gursandi CHC
88.	Mirzapur	Vijaypur CHC
89.	Mirzapur	Kachwa CHC
90.	Mirzapur	Padari- CHC
91.	Mirzapur	Ahiraura CHC
92.	Mirzapur	Rajgarh CHC
93.	Mirzapur	Chunar CHC
94.	Bhadohi	Deegh
95.	Bhadohi	Gopiganj
96.	Bhadohi	Bhadohi
97.	Bhadohi	Aurai
98.	Bhadohi	Suriyawan
99.	Chitrakoot	Shall be intimated later
100.	Chitrakoot	Shall be intimated later
101.	Chitrakoot	Shall be intimated later
102.	Chitrakoot	Shall be intimated later
103.	Chitrakoot	Shall be intimated later
104.	Chitrakoot	Shall be intimated later
105.	Chitrakoot	Shall be intimated later
106.	Chitrakoot	Shall be intimated later
107.	Chitrakoot	Shall be intimated later
108.	Chitrakoot	Shall be intimated later
109.	Kanpur Dehat	Pukharayan
110.	Kanpur Dehat	Jhijhak
111.	Kanpur Dehat	Sikandara
112.	Kanpur Dehat	Gajner
113.	Kanpur Dehat	Rasulabad
114.	Kanpur Dehat	Derapur
115.	Kanpur Dehat	Shivali
116.	Hamirpur	Rath
117.	Hamirpur	Sumerpur
118.	Hamirpur	Karara
119.	Hamirpur	Muskara
120.	Hamirpur	Maudha CHC

Cluster-2

The total number of nodes to be setup in cluster two are **130**

S.No	District	Name of the CHC
1.	Siddharthnagar	Lotan CHC
2.	Siddharthnagar	Basantpur CHC
3.	Siddharthnagar	Sirsia CHC

S.No	District	Name of the CHC
4.	Siddharthnagar	Khesraha CHC
5.	Siddharthnagar	Mithwal Bazar/Tilouli CHC
6.	Siddharthnagar	Shohratgarh CHC
7.	Siddharthnagar	Bewa CHC
8.	Siddharthnagar	Itwa CHC
9.	Siddharthnagar	Uskabazar CHC
10.	Sant Kabir Nagar	Hasiar Bazar CHC
11.	Sant Kabir Nagar	Semariyawan CHC
12.	Sant Kabir Nagar	Nathnagar CHC
13.	Sant Kabir Nagar	Santha
14.	Sant Kabir Nagar	Khalilabad CHC
15.	Sant Kabir Nagar	Medhawal CHC
16.	Basti	Dubalia CHC
17.	Basti	Munderwa CHC
18.	Basti	Kudaraaha
19.	Basti	Parasrampur CHC
20.	Basti	Bhanpur CHC
21.	Basti	Vikramjot CHC
22.	Basti	Gaur CHC
23.	Basti	Harriya CHC
24.	Basti	Rudhali CHC
25.	Bahraich	Charda CHC (Babagang)
26.	Bahraich	Mahasi CHC
27.	Bahraich	Huzoorpur (Chiraiyatand)
28.	Bahraich	Jarwal (Mustafabad)
29.	Bahraich	Visheshwarganj CHC
30.	Bahraich	Payagpur CHC
31.	Bahraich	Khairighat CHC
32.	Bahraich	Mihinpurwa CHC
33.	Bahraich	Kaiserganj CHC
34.	Bahraich	Nanpara CHC
35.	Balrampur	Nandnagar CHC
36.	Balrampur	Gaidas bujurg CHC
37.	Balrampur	Gaisari CHC
38.	Balrampur	Harraiya Satgharwa CHC
39.	Balrampur	Pachpedwa CHC
40.	Balrampur	Sadulla Nagar CHC
41.	Balrampur	Tulsipur CHC
42.	Balrampur	Utraula CHC
43.	Gonda	Belsar CHC
44.	Gonda	Itiyathok CHC
45.	Gonda	Nawabganj_CHC_GONDA
46.	Gonda	Paraspur CHC
47.	Gonda	Mankapur CHC
48.	Gonda	Mujehna CHC
49.	Gonda	Colonelganj CHC
50.	Gonda	Haldharmau CHC

S.No	District	Name of the CHC
51.	Gonda	Maskanwa CHC (Chhapia)
52.	Gonda	Babhan jot CHC
53.	Gonda	CHC Khargoopur (Rupaideeh)
54.	Shravasti	Bhinga CHC
55.	Shravasti	Bhanga CHC
56.	Shravasti	Jamunha (Malhipur)
57.	Shravasti	Sirsiya
58.	Shravasti	Gilaula CHC
59.	Deoria	Bhudwar_Banakata CHC
60.	Deoria	Barhaj CHC
61.	Deoria	Parsiya Chandaaur CHC
62.	Deoria	Lar CHC
63.	Deoria	Batrauli CHC
64.	Deoria	Pipra Daula Kadam CHC
65.	Deoria	Gauribazar CHC
66.	Deoria	Rudrapur CHC
67.	Deoria	Tarkulwa CHC
68.	Deoria	Bhatni CHC
69.	Maharajganj	Brijmanganj CHC
70.	Maharajganj	Nichlaul CHC
71.	Maharajganj	Addabazar CHC
72.	Maharajganj	Ratanpur CHC
73.	Maharajganj	Pharenda CHC
74.	Maharajganj	Siswa CHC
75.	Maharajganj	Partawal CHC
76.	Maharajganj	Dhani CHC
77.	Maharajganj	Laxmipur CHC
78.	Kushinagar	Dudahi CHC
79.	Kushinagar	Kaptanganj CHC
80.	Kushinagar	Sevarahi CHC
81.	Kushinagar	Sukrauli (Devataha) CHC
82.	Kushinagar	Nebua Naurangia CHC
83.	Kushinagar	Kubernath CHC
84.	Kushinagar	Ramkola CHC
85.	Kushinagar	Fazilnagar CHC
86.	Kushinagar	Hata CHC
87.	Kushinagar	Khadda
88.	Gorakhpur	Belghat CHC
89.	Gorakhpur	Gagaha CHC
90.	Gorakhpur	Barahi CHC
91.	Gorakhpur	Bansgaon CHC
92.	Gorakhpur	Piprauli CHC
93.	Gorakhpur	Gola CHC
94.	Gorakhpur	Pali CHC
95.	Gorakhpur	Harnhi CHC
96.	Gorakhpur	Sihoria CHC
97.	Gorakhpur	Badhalganj CHC

S.No	District	Name of the CHC
98.	Gorakhpur	Campierganj CHC
99.	Gorakhpur	Churi chura CHC
100.	Gorakhpur	Bhathat CHC
101.	Azamgarh	Bilriaganj CHC
102.	Azamgarh	Harriya CHC
103.	Azamgarh	Kolhukhor CHC
104.	Azamgarh	Koyalasa CHC
105.	Azamgarh	Lalaganj CHC
106.	Azamgarh	Phoolpir CHC
107.	Azamgarh	Ahiraulla CHC
108.	Azamgarh	Pawai CHC
109.	Azamgarh	Mubarakpur CHC
110.	Azamgarh	Mehnajpur CHC
111.	Azamgarh	Mirzapur CHC
112.	Azamgarh	Mehnagar CHC
113.	Azamgarh	Martinganj CHC
114.	Azamgarh	Parshurampur CHC
115.	Ballia	Rewati CHC
116.	Ballia	Khejuri CHC
117.	Ballia	Sonwani CHC
118.	Ballia	Dubhar CHC
119.	Ballia	Seeyar CHC
120.	Ballia	Narhi CHC
121.	Ballia	Bansdih CHC
122.	Ballia	Rasra CHC
123.	Ballia	Sikanderpur CHC
124.	Ballia	Sonbarsa CHC
125.	Mau	Badrawan CHC (CHC Badgav)
126.	Mau	Ghosi CHC
127.	Mau	Kopaganj CHC
128.	Mau	Mohamdabad CHC
129.	Mau	Ratanpur (Jogapur CHC)
130.	Mau	Fatehpur Mandaw CHC

Schedule B - Specification and Standards for Scope of Project

1. All equipments used should be compliant with ISI/BIS standards as and where applicable.
2. All instruments installed across the centers have to calibrated and deemed fit for medical use. They should comply with ISO 13485/13488 standards whenever applicable.
3. Patient Safety Norms as per Industry Standards and best practices should be followed by the Service Provider.
4. Bidder should make sure that there telemedicine setup should be compliant with the global standard like HL-7, ICD, LOINC, DICOM, NDC, DRG and HIPAA as and when applicable
5. HL-7: Data Exchange; MDDS and SNOMED-CT; ICD- International Codification of Diseases; LOINC- Logical Observation Identifiers names and Codes; DICOM: Digital Imaging in Medicine; DRG: Diagnosis Related Grouping; ; DC: National Drug Codification; HIPAA: Privacy Standard

Schedule C - Applicable Permits

An indicative list of Applicable Permits to be procured by the Service Provider:

Sr. No.	Licenses/ Permits
1.	Consent to operate from the State Pollution Control Board under the Air (Prevention and Control of Pollution) Act, 1981, Water (Prevention and Control of Pollution) Act, 1974 and Environment Protection Act, as applicable
2.	Clinical Establishments Act, 2010 as applicable
3.	Drugs and Cosmetics Act, 1940.
4.	Goods and Services Tax Act.
5.	Information Technology Act, 2000
6.	Data Protection Rules, 2011.
7.	Registration of Births and Deaths Act, 1969
8.	Indian Medical Council Act, 1956 and Code of Medical Ethics Regulations, 2002.
9.	NoC from Chief Fire Inspector
10.	Other Service Providers' Regulations
11.	Labour, Tax laws, Electricity, Petroleum (for storage) and Water laws.
12.	NOC from Local Municipal Office for any Bye Laws.
13.	Hazardous Waste Management Rules, 1989.
14.	Bio-medical Management and handling Rules, 1998.
15.	Any other applicable permit, as required time to time.

Schedule D - Project Completion Schedule

The Service Provider is required to set up the Telemedicine Services at all Patient Nodes within 6 (six) months from the Appointed Date “**Scheduled Project Completion Date**”.

Project Milestone	Scheduled Milestone Completion Date
Project Milestone 1: Installation of infrastructure in at least 30% of the Patient Nodes	3 (three) months from Appointed Date
Project Milestone 2: commencement of Telemedicine Services of at least 30% of the Patient Nodes	4 (four) months from Appointed Date
Project Milestone 3: commencement of Telemedicine Services of at least 60% of the Patient Nodes	5 (five) months from Appointed Date
Project Milestone 4: commencement of Telemedicine Services of 100% of the Patient Nodes	6 (six) months from Appointed Date

Detail execution plan is to be provided by Service Provider before Appointed Date, which shall form part of Schedule D

Schedule E - Tests

The following tests shall be conducted on completion of setting up of Telemedicine Equipment, Video-Consultation and software:

- i. Software installation, deployment, and operation on Authority prescribed locations,
- ii. User Acceptance Testing and completion of one Video Consultation on the created platform
- iii. Deployment of Software & operation and networking at Patient Nodes, and
- iv. Operation of the overall integrated solution and data exchange with Central Patient Portal, and
- v. any other criteria prescribed by the Authority

Schedule F - Completion Certificate

Annexure 1: Project Completion Certificate

1. I/We, (Name and Designation) under and in accordance with the provisions of the Service Agreement dated (the “Agreement”) executed between (“Service Provider”) and (“Authority”) hereby certify as under:-
 - a. I/ We have conducted the inspections of the infrastructure set up by the Service Provider for providing Telemedicine Services under the Agreement; and
 - b. I/ We conclude that the Service Provider has achieved the Completion Date in accordance with the provisions of the Agreement.

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

Annexure 2: Milestone Completion Certificate

1. I/We, (Name and Designation) under and in accordance with the provisions of the Service Agreement dated (the “Agreement”) executed between (“Service Provider”) and (“Authority”) hereby certify as under:-
 - a. I/ We have conducted an inspection of the infrastructure set up by the Service Provider for providing Telemedicine Services under the Agreement at (name of Cluster / Patient Nodes);
 - b. I/ We conclude that the Service Provider has achieved the Completion of Project Milestone (Project Milestone number as per Schedule D) in accordance with the provisions of the Agreement;
 - c. I / We permit the Service Provider to commence operations of Telemedicine Services “**Commencement of Operation**” for the (name of Cluster / Patient Nodes) as per the terms of this Agreement.

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

Schedule G - Key Performance Indicator

SN	Implementation activity/ Operational parameter	Threshold limit	Time for evaluation	Source for Measuring Data	LD/ Compensation / Penalty in case of default
1	Commencement of Operation (with respect to Project)	As per Schedule D subject to the provisions of Article 11	Once every quarter till Commencement of Operation (with respect to Project)	Project Completion Certificate or Milestone Completion Certificate issued by the Authority	0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such milestone is achieved subject to a maximum amount equal to Bid Security (This provision is not in addition to the provisions of Clause 11.2)
2	Data confidentiality	Ensure data confidentiality as per the Applicable Laws	1 st day of subsequent quarter for which assessment is being made	Complaints	Immediate Termination of the Agreement and the Service Provider shall pay liquidated damage of INR 10,00,000/-. Authority reserves the right to blacklist the Service Provider for any future contract in the state of Uttar Pradesh
4	Rescheduled or refusal of appointments or refusal to schedule appointments within stipulated time due to non-availability of telemedicine technician/ Specialist/systems etc.,	Less than 3% of total appointment	1 st day of subsequent quarter for which assessment is being made	<ul style="list-style-type: none"> • MIS Dashboard (Central Patient Portal) • Periodic Status Report • Data provided for recordings • Complaints 	Rescheduled appointments (%) > 10%: 20% of the quarterly payment 3% ≤ Rescheduled appointments (%) ≤ 10%: 20/7 (Rescheduled appointments (%) -3%)
5	Feedback from Patients (<i>Rating given by users on scale of 1(Extremely</i>	Average rating of 3.5 out of 5	1 st day of subsequent quarter for which assessment is being	<ul style="list-style-type: none"> • MIS Dashboard (Central Patient Portal) 	For every decimal point rating below 3.5, 0.1% of performance security

SN	Implementation activity/ Operational parameter	Threshold limit	Time for evaluation	Source for Measuring Data	LD/ Compensation / Penalty in case of default
	<i>Dissatisfied) -5(Extremely Satisfied))</i>		made	<ul style="list-style-type: none"> • Periodic Status Report • Feedback received from patient / Calls made by Authority for feedback 	
6	Uptime of EMR, Number of hours EMR Software solution is non-functional / non-accessible / non-available/ nonresponsive in each case of outage	Zero except periodic maintenance	1st day of subsequent quarter for which assessment is being made	<ul style="list-style-type: none"> • MIS Dashboard (Central Patient Portal) • Periodic Status Report 	Rs. 10,000 for each hours beyond 8 hours in a month
				•	

Note:

- One day fee = Amount billed in a month, excluding payment for integration if any (as per last submitted monthly invoice) divide by number days of in a month (as per last submitted monthly invoice)

Schedule H - Video consultation Fee

- 1.1** The Video Consultation Fee per patient shall be Rs.⁴ for all patients referred by government appointed doctors at Project Centres or by the Authority. GST shall be paid as applicable separately.

⁴ Quoted fee

Schedule I - Format – Bank Guarantee (Performance Security)

The,
.....
.....

WHEREAS:

- (A) (the “**Service Provider**”) and the, (the “**Authority**”) have entered into a Service Agreement dated (the “**Agreement**”) whereby the Authority has agreed to the Service Provider undertaking the implementation of the Project on design, build, finance, operate and transfer basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Service Provider to furnish a Performance Security to the Authority in a sum of Rs. cr. (Rupees crore) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement).
- (C) 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 and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Service Provider’s obligations, under and in accordance with the provisions of the Agreement, on 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 upto 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 not below the rank of in 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 Concession Period 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 days during the Concession Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no 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 Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. 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.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of Days as mentioned in the Service Agreement or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.