

Schedules to Implementation Support Contract

March, 2025

Table of Contents

1.	Schedule 1: Details of the scheme and Beneficiaries	3
1.1.	<i>Name and Objective of the of the Scheme</i>	3
1.2.	<i>Beneficiaries</i>	3
	Schedule 2: Exclusions to the Policy (liable to change as per Mizoram State Government decision)	4
	Schedule 3: HBP and Quality.....	5
	Schedule 4: Guidelines for Identification of MUHCS Beneficiary Family Units	6
	Schedule 5: List of Empanelled Health Care Providers under the Scheme	7
	Schedule 6: Key Performance Indicators.....	8
	Schedule 7: Minimum Manpower Requirements	14
	Schedule 8: Non-Disclosure Agreement.....	17
	Schedule 9: Individual Confidentiality Undertaking.....	23
	Schedule 10: Format of Performance Security	24

1. Schedule 1: Details of the scheme and Beneficiaries

1.1. Name and Objective of the of the Scheme

The name of the Scheme is the “Mizoram Universal HealthCare Scheme (MUHCS)”. The objective of MUHCS is to reduce catastrophic health expenditure, improve access to quality health care, reduce unmet needs and reduce out of pocket healthcare expenditures of all residents of the state of Mizoram. These eligible MUHCS beneficiary families will be provided coverage for secondary, tertiary and day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).

1.2. Beneficiaries

The beneficiaries will be as defined in the MUHCS Beneficiary Registration Guidelines which may be updated by the Government of Mizoram from time to time.

Schedule 2: Exclusions to the Policy (liable to change as per Mizoram State Government decision)

The MSHCS shall not be liable to make any payment under any of the Covers in respect of any expenses whatsoever incurred by any Beneficiary in connection with or in respect of:

IN-PATIENT CARE

1. Conditions that do not require Hospitalization

- a) Expenses incurred at an Empaneled Health Care Provider primarily for Screening, i.e., evaluation or diagnostic purposes only during the Hospitalization, food supplement/nutritional supplement, other than such expenses that are required as a part of the expenses for:
 - (i) Hospitalization expenses for a Medical Treatment or Surgical Procedure, as certified by the attending physician;
 - (ii) Follow-up Care; or
 - (iii) the OPD consultations and Screening covered under selected permissible Day Care/OPD Benefits. (*Annexure 2*)
- b) Any dental treatment or Surgical Procedure which is corrective, cosmetic or of aesthetic nature, filling of cavity, root canal including extraction, wear and tear, dentures, dental implants etc., is excluded.

2. Congenital Anomalies and Convalescence:

- a) Treatment or procedures for external Congenital Anomalies except club foot, cleft lip, cleft palate and other anomalies that disrupts bodily functions.
- b) Convalescence or treatment for general debility, "run down" condition or rest cure.
- c) Any treatment received in a convalescent home, convalescent hospital, health hydro, nature care clinic or similar establishments.

3. Fertility

- a) Sterilization and Re-canalisation

4. Normal Vaginal Delivery: Normal and assisted vaginal delivery.

5. Vaccinations and Cosmetic Treatments:

- a) Vaccination or inoculation.
- b) Change of life or cosmetic or aesthetic treatments of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
- c) Circumcision, unless necessary for treatment of a disease or illness not excluded here under or as may be necessitated by any accident.

6. War, Nuclear invasion: Disease, illness, or injury directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operations (whether war be declared or not) or by nuclear weapons/materials.

7. Suicide: Intentional self-injury/suicide.

8. Domiciliary Care Expenses: No benefits shall be available for domiciliary care, except home dialysis.

9. Detoxification due to alcohol or drug / substance abuse

10. Other Exclusions

- a) Persistent vegetative state
- b) Cost of spectacles and contact lens
- c) Refractive eye surgery less than 4.5 dioptre

Schedule 3: MUHCS Package Master and Quality

- a. Schedule 3 (a) MUHCS Package Master as updated by the Government of Mizoram from time to time
- b. Schedule 3 (b): Guidelines for Unspecified Surgical Packages: As updated in the Claims Management and Adjudication Manual by the Government of Mizoram from time to time.
- c. Schedule 3 (c): Differential Pricing Guidelines: As updated by the Government of Mizoram from time to time.

Schedule 4: Guidelines for Identification of MUHCS Beneficiary Family Units

As Updated by the Government of Mizoram under Beneficiary Registration Guidelines from time to time.

Schedule 5: List of Empanelled Health Care Providers under the Scheme

As Updated by the Government of Mizoram from time to time.

Schedule 6: Key Performance Indicators

SN	Summary of Key Performance Indicators
A.	Initial Setting up - KPIs
B.	Performance - KPIs
C.	Payment - KPIs
D.	Productivity - KPIs

A. Initial Setting up KPIs				
SN	KPIs	Timeline	Measure and Explanation	Penalty
1.	Setting up of a State Project Office (SPO) and Appointment of Project Head and other Staff (As per Schedule F) at SPO for co-ordination and Scheme implementation	Up to 30 days after signing of Contract.	Within 30 days of signing of the contract, ISA shall establish SPO with required staff and submit the sworn undertaking of the same to CEO-MSHCS <ul style="list-style-type: none"> • Establishment of the State Project Office • Appointment of State Project Head • Appointment of other required staff 	Rs. 25,000 per week of delay beyond and part thereof in setting-up* SPO as required
*Setting-up of SPO: Setting up of State Project Office (SPO) includes establishment of the SPO and also putting in place all the staff as per Schedule 8				

B. Performance KPIs					
SN	KPIs	Timeline	Baseline Measure	KPI	Penalty
1.	Pre- authorisation	Action within 6 * hours: of raising preauthorization request (all auto approvals beyond 6 hours will be considered non-compliance)	95% Compliance		<ul style="list-style-type: none"> Compliance below 95% upto 90% then penalty of 5% of the monthly total delayed preauthorization amount Compliance below 90% upto 85% then penalty of 10% of the monthly total delayed preauthorization amount Compliance below 85% then penalty of 20% of the monthly total delayed preauthorization amount with one instance of triggering of SPD** <p>(For calculation, monthly delayed pre-authorization amount shall be the amount for delayed pre-authorizations for the admissions in that month) Penalty shall be calculated on this amount and ISA shall pay the penalty as per Penalty Notice per quarter)</p> <p>Example: if the ISA handled 100 pre-authorization in the month and failed to meet TAT for 16 cases, 20% pre-authorization amount of only these 16 cases will be charged as penalty. Even if the pre-authorization is rejected, not meeting the TAT will invite the penalty</p>
			100% compliance		In case of wrongful pre-authorization approval, penalty of three times over & above the preauthorization amount
2.	Scrutiny, Claim processing and payment of the claims	Action within 15 days of claim submission for claims within state and 30 days & for claims from outside state (Portability cases).	100% Compliance		If the CPD fails to settle claims (approve / raise query / assign / reject) within Turn Around Time (TAT), then the ISA shall be liable to pay a penal interest to MSHCS at the rate of 0.1% for each claim amount for every day of delay or the part thereof on every delayed claim.

		(This is applicable if the ISA fails to process within a Turn-around Time of 15 days/30 days for a reason other than delay on the part of SHA, if any)		<p>If the compliance in the month falls below 85% of total number of claims, it will be treated as one instance of SPD trigger.</p> <p>Example: if the ISA processed 100 claims in the month and failed to meet TAT for 16 claims, it will be liable to pay penalty of 0.1% for each claim per day of these 16 claims to MSHCS. It will also be treated as one instance of SPD trigger</p>
			100% Compliance	In case any claim is adjudicated wrongly then penalty of three times over and above the claim amount
<ul style="list-style-type: none"> • *6 hours: As per threshold set in TMS • ** Service Provider Default (SPD) is special termination clause in the agreement and triggering of which is a failure to meet baseline KPIs and will be considered as Default by ISA. Default herein shall occur if SPD trigger <ul style="list-style-type: none"> ○ Occurs 8 (eight) times during any one year of the agreement <p>In this event, agreement with ISA is liable for termination and IRDAI shall be informed to take stringent actions against ISA under relevant rules. However, SPD triggers shall only be applicable from 3rd month of signing of the contract</p> • Penalty amount for Performance KPIs shall be calculated each month and ISA shall pay all penalties imposed by the MSHCS within 7 working days of receipt Penalty Notice from MSHCS. • At any point during term of contract, if penalty amount is 10% of the total contract value, contract shall be liable to be terminated • *** in case of claims processing, TAT will be determined as days during which claim is with ISA (Excluding the days claim is pending at EHCPs end) <p><i>Example: 1</i></p> <p><i>The day EHCP raises claim will be treated as Day 1</i></p> <p><i>If ISA raises query on Day 4,</i></p> <p><i>and EHCP complies with query on Day 10,</i></p> <p><i>ISA takes action (accepting or rejection of claim) on Day 12</i></p> <p><i>Payment on Day 15</i></p> <p><i>in this case (4-1=3) days + (15-10=5) days, hence TAT determined is 3+5=8 days</i></p> <p><i>Example 2:</i></p> 				

*The day EHCP raises claim will be treated as Day 1
If ISA raises query on Day 4,
and EHCP complies with query on Day 10,
ISA raises another query on Day 11
EHCP complies with second query on Day 14
EHCP accepts approves the claim on Day 16
Payment on Day 17
in this case (4-1=3) days + (11-10=1) days+ (17-14=3) days, hence TAT determined is 3+1+3=7 days*

C. Payment KPIs			
SN	Availability KPIs	Timeline	Penalty
1.	Fees Payment by MSHCS	Fees payment as per schedule	Interest @ 1% on due premium amount for every 30 days' delay or part thereof shall be paid by the MSHCS to the ISA [#]
#: State government will bear cost of the penalty caused due to delay in premium payment and not to be booked under NHA's share			

D. Productivity* KPIs for Key Staff by ISA				
SN	Designation	Benchmark	Location	Brief Roles and Responsibilities
1	PPD	100-120 Pre-authorization request per person per day	SPO/Central Office of ISA <i>(Instructions to the state: state shall decide about location of the processor)</i>	<ul style="list-style-type: none"> • Approve/assign/reject pre-auth request • Raise query/send for clarification to hosp. • Trigger investigation
2	CPD	70-100 claims per person per day	SPO/Central Office of ISA <i>(Instructions to the state: state shall decide about location of the processor)</i>	<ul style="list-style-type: none"> • Verification of technical information eg. Diagnosis, clinical treatment, notes, evidences, etc. • Approve/assign/reject a claim • Raise query/as for clarification • Trigger investigation
<ul style="list-style-type: none"> • * ISA shall make the staff available as detailed in Schedule: 7, however productivity KPIs will be applicable on above staff on given parameters. • ISA shall ensure that preauthorization and claim approval and rejection shall be approved by an MBBS doctor 				

Schedule 7: Minimum Manpower Requirements

The ISA shall ensure that it shall at all times during the Tenure of the Contract, maintain at a minimum, the following number of Personnel having, at a minimum, the prescribed qualifications and experience:

(Instruction to the state: State shall update this schedule as required)

SN	Designation	Number	Location	Minimum Qualification and experience	Brief Roles and Responsibilities
1	State Project Manager	1	SPO	<ul style="list-style-type: none"> Desirably having experience in Health Insurance sector for a minimum of 3 years Desirably having an experience in financial management and analysis. 	<ul style="list-style-type: none"> Overall coordinator of ICs operations in the state Single contact point for MSHCS for any coordination purpose
2	State Medical Manager	1	SPO	<ul style="list-style-type: none"> At least MBBS from recognised university Experience in Health insurance claims management for a minimum of 2 years 	<ul style="list-style-type: none"> Overall supervision and guidance to be provided to CPDs and PPDs
3	PPD	100-120 Pre-authorization request per day per person	NA	<ul style="list-style-type: none"> At least MBBS from recognised university 	<ul style="list-style-type: none"> Approve/assign/reject pre-auth request Raise query/send for clarification to hosp. Trigger investigation
4	CPD	70-100 claims per person per day	At least 1 in SPO	<ul style="list-style-type: none"> At least MBBS from recognised university 	<ul style="list-style-type: none"> Verification of technical information eg.

				<ul style="list-style-type: none"> Desirably having experience in Health insurance claims management for a minimum of 1 year 	<p>Diagnosis, clinical treatment, notes, evidences, etc.</p> <ul style="list-style-type: none"> Approve/assign/reject a claim Raise query/as for clarification Trigger investigation
5	Office Assistant	As required	SPO	<ul style="list-style-type: none"> Any Graduate Working knowledge with English and Mizo Working knowledge and proficiency in microsoft office. 	<ul style="list-style-type: none"> Consolidate and provide reports to MSHCS as required Multitasking staff to be utilised as required.

RESPONSIBILITIES:

The ISA shall be responsible for:

- *Ensuring adequate staffing*:** Ensuring that the minimum personnel requirements are met at all times during the contract tenure.
- *Replacing personnel*:** Replacing any personnel who leave or are unable to perform their duties, within [timeframe] of such event.
- *Maintaining personnel records*:** Maintaining accurate and up-to-date records of all personnel, including their qualifications, experience, and training.

PENALTY FOR NON-COMPLIANCE:

If the ISA fails to maintain the minimum personnel requirements as specified in Schedule 7 of the Guidelines, the ISA shall be liable to pay a penalty of Rs. 2300 per day per person for each instance of non-compliance.

*CUMULATIVE PENALTY: *

The penalty payable by the ISA shall be cumulative, and the ISA shall be liable to pay the penalty for each day that the non-compliance continues.

*DEDUCTION OF PENALTY: *

The MSHCS reserves the right to deduct the penalty amount from any payment due to the ISA under this Contract.

***NO LIABILITY OF THE STATE**

The MSHCS shall have no liability whatsoever for any failure by the ISA to maintain the minimum personnel requirements, and the ISA shall be solely responsible for any penalties or consequences arising from such failure.

***ISA LIABILITY: ***

The ISA shall be solely liable for any and all losses, damages, or expenses arising from its failure to maintain the minimum personnel requirements, and the ISA shall indemnify and hold harmless the MSHCS against any and all claims, demands, or liabilities arising from such failure.

Schedule 8: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement ("**Agreement**") is entered into on this ... day of _____, 2025 ("**Effective Date**") by and between:

Mizoram State Health Care Society (MSHCS) -*cum*- State Health Agency (SHA), _____
_____ represented by the _____, having its
office located at _____ which expression shall, unless repugnant to the context, include
its successors and assigns (hereinafter referred to as "**MSHCS**")

And

M/s. _____ a company registered under the Companies Act 1956 and having its
registered office at _____ represented by Mr. _____ which expression shall, unless repugnant
to the context include its successors (hereinafter referred as "**the ISA**")

MSHCS and ISA shall hereinafter be referred individually as Party/ as specified hereinabove and jointly as
"**Parties**".

Whereas:

- A. MSHCS is constituted with an objective of _____.
- B. Mizoram Universal HealthCare Scheme (**MUHCS**) in alliance with state governments. MUHCS is targeting over 10 crore poor and vulnerable beneficiary families. Thus, MSHCS is playing a critical role in **fostering linkages as well as convergence of MUHCS** with health and related programs of the Central and State Governments.
- C. The ISA is carrying on business of _____.
- D. MSHCS is [contemplating engaging the services of the ISA] for [specify Purpose] (the "Purpose") and for this Purpose, the ISA shall come into contact with certain confidential information;
- E. MSHCS desires to ensure that strict confidentiality is maintained by the ISA regarding its relationship with MSHCS and also regarding the confidential information which comes to the knowledge of ISA in connection with the Purpose;
- F. The Parties desire to set forth their rights and obligations with respect to the use, dissemination and protection of the confidential information accessed by the ISA.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

1. Definitions

In this Agreement, the following terms shall have the following meanings:

"Confidential Information" shall include all information or data, whether electronic, written or oral, relating to MUHCS Scheme , MSHCS 's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business or

marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by MSHCS to the ISA or otherwise acquired/ accessed by the ISA during the course of dealings between the Parties or otherwise in connection with the Purpose. Confidential Information may also include the Confidential Information related to MUHCS Scheme, MSHCS 's/ other SHA's clients, licensors, alliances, contractors and advisors.

“Personal Data” and “Sensitive Personal Data” shall have the meanings as assigned to them under applicable law of India.

2. Supply and Use of Confidential Information

(a) The ISA shall use Confidential Information only for the Purpose or in relation to the definitive written agreement between the Parties (if any or is subsequently entered into) in connection with the Purpose, pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective relating to the Purpose or the termination/ expiry of such definitive written agreement in connection with the Purpose, and upon the written request of SHA, an authorized officer of the ISA shall promptly, at the option of SHA, either return to MSHCS or destroy all Confidential Information in the ISA's possession or control, and shall certify to MSHCS as to such return or destruction.

(b) The ISA shall not disclose the Confidential Information to any third party without MSHCS 's prior written consent. The ISA may disclose the Confidential Information to its employees, on a strict need to know basis in connection with the Purpose provided such employees are bound under confidentiality agreements which are at least as restrictive as this Agreement.

(c) The ISA shall exercise the same degree of care with respect to MSHCS 's Confidential Information as the ISA takes to safeguard and preserve its own confidential and/or proprietary information provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure of the Confidential Information, the ISA shall immediately notify MSHCS in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the ISA's obligations or liabilities for breach hereunder.

(d) The ISA shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place, within the ISA's organization, to prevent any unauthorized or unlawful disclosure or processing of Confidential Information and the accidental loss or destruction of or damage to such Confidential Information. The ISA will comply with applicable data protection and privacy legislation in this regard.

(e) To the extent it is a transferee of Personal Data from SHA, the ISA shall be under and shall assume identical and/or similar obligations that of MSHCS under the applicable data protection and privacy legislation in this regard relating to such Personal Data.

(f) The ISA shall notify MSHCS forthwith from the time it comes to the attention of the ISA that Confidential Information (including Personal Data) transferred by MSHCS to it has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing. The obligation contained above shall survive any termination/expiration of the Agreement.

3. Limitations:

This Agreement shall not restrict disclosure of information that, the ISA can evidence through sufficient documentation:

- (a) was, at the time of receipt, otherwise known to the ISA without restrictions as to use or disclosure; or
- (b) was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the ISA;

4. Exclusion:

The ISA may disclose Confidential Information, strictly to the extent such disclosure is compulsorily required under applicable law (including court order), to a regulatory authority or a court of law with competent jurisdiction over the ISA, provided that the ISA will first have provided MSHCS with immediate written notice of such required disclosure and will take reasonable steps to allow MSHCS to seek a protective order with respect to the Confidential Information required to be disclosed. The ISA will promptly cooperate with and assist MSHCS in connection with obtaining such protective order.

5. No Warranty:

MSHCS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION.

6. No License:

No license or conveyance of any rights held by MSHCS under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.

7. No Formal Business Obligations:

This Agreement shall not constitute, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on MSHCS to submit a proposal or to enter into a further contract or business relationship with the ISA, or (iii) any obligation on MSHCS to disclose, supply or otherwise communicate any information, general or specific, to the ISA. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both Parties.

8. Confidentiality and Intellectual Property Notices:

The ISA shall not (nor shall it permit or assist others to) alter or remove any confidentiality label, proprietary label, patent marking, copyright notice or other legend (singularly or collectively, "Notices") placed on the Confidential Information, and shall maintain and place any such Notices on applicable Confidential Information or copies thereof.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to the nominated senior representatives of both the Parties for resolution through negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral, it shall be resolved through Arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and _____ shall be considered as sole Arbitrator to adjudicate the dispute between the Parties as per the Arbitration and Conciliation Act as amended from time to time. Arbitration shall be held in English and the venue of the Arbitration same shall be in Aizawl. The award of the Arbitrator shall be final and binding on the Parties. The proceedings of arbitration, including arbitral award, shall be kept confidential. Subject always to the foregoing provisions of this paragraph, the competent courts of Aizawl shall have jurisdiction in relation to any dispute between the Parties under this Agreement.

10. Injunctive Relief and Damages:

The ISA acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the MSHCS shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The MSHCS shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. Additionally, the ISA agrees to keep MSHCS indemnified against any losses or damages (including reasonable attorneys' fees) arising due to the breach of this Agreement by the ISA.

11. Miscellaneous:

- **Amendment:** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.
- **Relationship:** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the ISA, the MSHCS or any third-party as a result of this Agreement.
- **Assignment:** Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
- **Severability:** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- **Waiver:** Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

12. Termination and Survival:

This Agreement shall commence as of the date written above and shall remain in effect for a period _____ unless terminated earlier by MSHCS by (i) giving fourteen (14) days' written notice of termination to the ISA at any time, or (ii) giving notice effective immediately following a breach by the ISA. Notwithstanding the foregoing, any obligations imposed on the ISA under this Agreement, including confidentiality obligations, that by their very nature survive the termination or expiry of this Agreement shall so survive the termination or expiry of this Agreement.

13. No Publicity:

No press release, advertisement, marketing materials or other releases for public consumption concerning or otherwise referring to the terms, conditions or existence of this Agreement shall be published by the ISA. The ISA shall not promote or otherwise disclose the existence of the relationship between the Parties evidenced by this Agreement or any other agreement between the Parties for purposes of soliciting or procuring sales, clients, investors or other business engagements.

14. Non-Solicitation:

Except as may be otherwise agreed in writing between the Parties, during the term of this Agreement and for twelve (12) months thereafter, neither the ISA nor any of its affiliates, shall offer employment to or employ any person employed (then or within the preceding twelve (12) months) by MSHCS if such person had interacted with the ISA or its affiliates, directly or indirectly, in relation to the Purpose or was involved in performing responsibilities in relation to the Purpose.

15. No Conflict:

The ISA represents and warrants that the performance of its obligations hereunder does not, and shall not, conflict with any of its other agreement or obligation to which it is bound.

16. Entire Agreement; Counterparts:

This Agreement together with any other definitive written agreement executed or to be executed between the Parties relating to the Purpose constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and made effective from the Effective Date first written above.

SIGNED for and on behalf of MSHCS By _____ Title _____ (authorized signatory) Date _____	SIGNED for and on behalf of ISA By _____ Title _____ (authorized signatory) Date _____
---	---

Schedule 9: Individual Confidentiality Undertaking

UNDERTAKING

I, [Insert Name], the undersigned, acknowledge that as an employee/ staff of _____ (“ISA”), I will be working as a team member of the company project team which is providing, or shall provide, certain services to Mizoram State Health Care Society (MSHCS) as per the terms and conditions of the Agreement dated _____.

In this regard, I confirm that I have fully read and understood all the terms and conditions of the Agreement executed between MSHCS and ISA, in particular to the contents below. With effect from _____], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. I shall not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee or partner of ISA or other ISA Firms, other than those working or advising on the Services or those who need to access such information on a strict need to know basis.
2. If approached by any third party or ISA employee/staff (where such employee/ staff do not require access to the Confidential Information on a need to know basis) to provide any Confidential Information relating to the Services, I shall immediately inform the ISA and/or MSHCS and shall not disclose any such information unless approved.
3. I shall not remove or destroy any documents, data, files or working papers in whatsoever form (including but not restricted to any in electronic form) in respect of the Services, without the written consent of ISA.
4. In the event that I leave the employment of ISA or my association with ISA gets terminated, I shall not discuss/ disclose thereafter any Confidential Information with/ to any other party.
5. I voluntarily waive all my rights and disclaim my ownership on any work and/or deliverables to be performed while deployed at ISA/ MSHCS for the purposes of Agreement.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with ISA. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with ISA.

Signature: _____

Name (in block letters): _____

Telephone #: _____

Date: _____

Schedule 10: Format of Performance Security

(See Clause 8.2)

[On Appropriate Stamp Paper]

Bank Guarantee No. [●]

THIS **DEED OF GUARANTEE** is executed on this [*insert date*] day of [*insert month and year*] at [*insert place*] by [*insert name of bank and branch*] with its head/registered office at [*insert address*], (hereinafter referred to as the “**Guarantor**”, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

(*insert name of MSHCS*), a society formed under the [*insert name of act*], with its principal office at [*insert address*] (hereinafter referred to as the “**MSHCS**”, which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigns).

WHEREAS:

- (A)(the “**ISA**”) and the MSHCS have entered into a Contract dated [*insert date*] (the “**Agreement**”) for the implementation of Mizoram Universal HealthCare Scheme in the state of Mizoram, subject to and in accordance with the provisions of the Agreement.
- (B) Clause 8.2 of the Agreement requires the ISA to furnish an unconditional, irrevocable, on demand bank guarantee to the MSHCS in a sum of Rs (*insert amount numbers*) (Rupees *insert amount in words*) (the “**Guarantee Amount**”) as security for the due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term (as defined in the Agreement) and for a period of 60(sixty) Business Days following the Transfer Date (as defined in the Agreement) (the “**Guarantee Period**”).
- (C) At the request of the ISA and for sufficient consideration, the Guarantor has agreed to provide this unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the ISA of its obligations and liabilities under the Agreement.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantee is given on consideration received from the ISA, the receipt and sufficiency of which is hereby acknowledged.
2. The Guarantor hereby unconditionally and irrevocably guarantees and secures, as primary obligor and not merely as guarantor, to the MSHCS the due and faithful performance of the obligations of the ISA during the Guarantee Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the SHA, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the ISA, such sum or sums up to an aggregate sum of the Guarantee Amount as the MSHCS shall claim, without the MSHCS being required

to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guarantee Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by the MSHCS against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the MSHCS receives the full amount due hereunder as if no such withholding had occurred.

3. A letter from the SHA, under the hand of an Officer not below the rank of (*add rank of the officer i.e. Deputy/Joint/Additional Secretary to the State Government as appropriate*) to the Guarantor that the ISA 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 Guarantor. The Guarantor further agrees that the MSHCS shall be the sole judge as to whether the ISA is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the ISA is in default shall be final, and binding on the Guarantor, notwithstanding any differences between the MSHCS and the ISA, or any dispute between them pending before any court, tribunal, arbitrators or any other MSHCS or body, or by the discharge of the ISA for any reason whatsoever.

The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. It shall not be necessary, and the Guarantor hereby waives any necessity, for the MSHCS to proceed against the ISA or any other person before presenting to the Guarantor its demand under this Guarantee, or resort to any other means of obtaining payment of the Guaranteed Amount.
5. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the ISA or any change in ownership of the ISA or any purported assignment by the ISA or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.
6. The MSHCS shall have the liberty, without affecting in any manner the liability of the Guarantor 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, fulfillment and/or performance of all or any of the obligations of the ISA contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the MSHCS against the ISA, 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 MSHCS, and the Guarantor shall not be released from its liability and obligation

- under these presents by any exercise by the MSHCS of the liberty with reference to the matters aforesaid or by reason of time being given to the ISA or any other forbearance, indulgence, act or omission on the part of the MSHCS 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 Guarantor from its liability and obligation under this Guarantee and the Guarantor hereby waives all of its rights under any such law.
7. If, and to the extent that for any reason the ISA enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the ISA of the Guarantee Amount becomes or may reasonably be expected to become impossible, then the Guarantee Amount shall be promptly paid by the Guarantor to the MSHCS on demand.
 8. 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 MSHCS in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the ISA under the Agreement.
 9. So long as any amount is due from the ISA to the SHA, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the ISA, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the ISA or any such other Person in competition with the MSHCS. If the Guarantor receives any payment or benefit in breach of this Clause 9, it shall hold the same upon trust for the MSHCS.
 10. Notwithstanding anything contained hereinbefore, the liability of the Guarantor under this Guarantee is restricted to the Guarantee Amount and unless a demand or claim in writing is made by the MSHCS on the Guarantor under this Guarantee, during the Guarantee Period, all rights of the MSHCS under this Guarantee shall be forfeited and the Guarantor shall be relieved from its liabilities hereunder.
 11. This Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the ISA for release of the Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, duly certified by a statutory auditor of the ISA, the MSHCS shall release the Guarantee forthwith. Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from the MSHCS, such notice to be issued promptly upon such occurrence.
 12. The Guarantor undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the MSHCS 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 Guarantor.
 13. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Guarantor at its above referred Branch, which shall be deemed to have been duly authorized 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 MSHCS that the envelope was so posted shall be conclusive.
14. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement.
15. The Guarantor represents and warrants to the MSHCS that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - (d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or SHA, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in *(insert name of district/city)* at *[insert address of branch in that city/district]*.
16. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which the MSHCS would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of the MSHCS to any other or further action in any circumstances without notice or demand.
17. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with the MSHCS to replace the invalid, illegal or unenforceable provision.
18. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

19. The MSHCS may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
20. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee will be adjudicated in accordance with the provision of the Arbitration and Conciliation Act, 1996.
21. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
For and on behalf of
the GUARANTOR by:

(Signature)
Of [*insert name of signatory*]
It's [*insert designation*] and duly authorized representative
Authorized by [Power of Attorney dated [*insert date*]] **OR** [Board resolution dated [*insert date*]].
(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