

This Agreement is made and executed on this day of 15-12-2014 at Swasthya Bhawan, Tilak Marg, Jaipur between

Office of the Rajasthan State Health Society represented by the Naveen Jain, Special Secretary, Medical Health & Family Welfare cum Mission Director, National Health Mission having its office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur herein after referred as the NHM (which term or expression unless excluded by or repugnant to the subject or context shall mean include its successors-in office and assignees) of the FIRST PART;

AND

Bank of Baroda, Udhyog Bhawan, Tilak Marg, C-Scheme, Jaipur, Bank constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its head office at Mandvi, Baroda and regional office at Jaipur represented by its Regional Manager, Herein after referred to as "Bank" which term shall unless repugnant to the context, mean and include its successor, assignees, lawful attorneys, authorized representatives etc., on the OTHER PART;

The above Parties together referred to as Parties

Whereas the RSHS, NHM has decided to implement transparent system for online fund transfer/payment to ASHA Sahyogini bank A/c through ASHA Soft, to streamline the fund flow and proper utilization of funds by having its fund in account opened in the Bank.

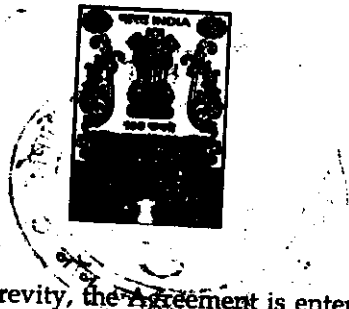
Whereas the Bank has agreed to render the service of remittance of Funds under Nodal Bank arrangement subject to the understanding hereinafter stipulated in detail in Agreement.

And Whereas Nodal Bank shall extend its services to transfer the funds through this Bank account to all branches of Nodal Bank and all branches of other Public/ Private sectors Banks, RRBs which are CBS enables over the NHM area where the accounts of the ASHA Sahyogini and other clients of the beneficiaries of NHM exist. In Witnesseth thereof, Both parties after due negotiation have agreed for certain terms and condition

5 DEC 2014

क्रमांक 4159 दिनांक 5/12/14
मुद्राक का मूल्य 20000/-
क्रेता का नाम श्री. राम. लाल
पिता/पति का नाम श्री. राम. लाल
क्रेता का पता 23/12/14 श्री. राम. लाल
वास्ते 23/12/14
हस्ताक्षर क्रेता

श्रीमती रमा पाठक
ला. रत्नाप विक्रेता
7-4/5/14 श्री. राम. लाल
न्यू सांगरिज रोड सोडावा, जयपुर
साईरामप्लस नम्बर 32/2011-12



and for the sake of clarity and brevity, the Agreement is entered into and both parties mutually agree for the following term and conditions.

Definition:

Nodal Bank means a designated Bank identified for the purpose to carry out transactions relating to transfer of funds to the account as authorized herein by the RSHS, NHM.

Central Fund Account means the account of Rajasthan State Health Society-ASHA opened in the Nodal Bank for this purpose.

Designated officer means an officer who uploads the pay orders to the Central Server and s/he will be Chief Medical & Health Officer (CM&HO) of concerned district.

ABBREVIATIONS: Following shall have the meaning wherever abbreviations are used herein.

Abbreviation	Description
GRPT	Generic Rapid Prototyping Tool
IFSC	Indian Finance System Code
IT	Information Technology
MIS	Management Information System
NEFT	National Electronic Fund Transfer
NHM	National Health Mission
PKI	Public Keys Inter-phase
POS	Point of Sale
RBI	Reserve Bank of India
RTGS	Real Time Gross Settlement
UTR	Unique Transaction Record
NIC	National Informatics Centre
RSHS	Rajasthan State Health Society
MoHFW	Ministry of Health & Family welfare
FTO	Fund Transfer Order
SFTP	Secure File Transfer Protocol

5 DEC 2014

क्रमांक 4059 दिनांक 5/12/14
मुद्रांक का मूल्य 10000 = 500
क्रेता का नाम श्री. रमेश अशोक
पिता/पति का नाम _____
क्रेता का पता रा. 7-अ अशोक नगर अ. 1/14
वास्ते अ. 1/14
हस्ताक्षर क्रेता श्री. रमेश अशोक

श्रीमती रमभा पाठक
ला. स्टाम्प विक्रेता
7-A, अशोक नगर कॉलोनी
न्यू सांगाने रोड सिडला जयपुर
सांख्यिक संख्या 32/2011-12

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MD (NHM)	Mission Director (National Health Mission)
DIR. (FIN.) NHM	Director (Finance) (National Health Mission)
AMD (NHM)	Adtl. Mission Director (National Health Mission)
DIR (RCH)	Director (RCH)
CM&HO	Chief Medical & Health Officer
BCM&HO	Block Chief Medical & Health Officer
MOIC	Medical Officer In-Charge
DHS	District Health Society
DH	District Hospital
SDH	Sub District Hospital
CHC	Community Health Center
PHC	Primary Health Center
SC	Sub Center

Objective

1. Timely online and transparent payment of incentives to ASHAs to maintain their motivation level.
2. To monitor the performance of each and every ASHA every month.
3. To identify the gap area and need assessment for rendering better services at community level.
4. Assessing the quality of services in Remote and Vulnerable areas. It would be easier to assess the service delivery of ASHA in remote areas and marginalized community.

Consideration

It is mutually agreed by both parties that NHM shall keep the requisite funds with the Nodal Bank and in consideration thereof, the Bank shall extend its services to the Department, as agreed herein.

SCOPE OF WORK

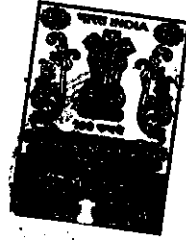
Mechanism of remittance to account of the ASHA Sahyogini and other beneficiaries under NHM.

5 DEC 2014

क्रमांक 4559 दिनांक 5/12/14
मुद्रांक का मूल्य 10000/-
क्रेता का नाम श्री. राजेश कुमार
पिता/पति का नाम श्री. राजेश कुमार
क्रेता का पता 34/1 नया जल - नगर
घाट
हरताशर क्रेता श्री. राजेश कुमार

श्रीमती रम्भा पाठक
ला. ए. ए. ए. बिल्डिंग
7-A, नया जल - नगर,
न्यू सांगानेर रोड सोडाला, जयपुर
जालीसामन्त नम्बर 32/2011-12

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9.



The designated Nodal Bank shall synchronize their IT system with that of the system of NHM developed by NIC Rajasthan to allow a seamless transfer of the payments generated at the field level by the authorized functionaries i.e., Designated Officers. The modalities of online transfer of funds shall be done as per mutual agreement among NIC, The Bank and the NHM.

ROLE AND RESPONSIBILITIES OF NHM

1. Account shall be opened in the designated Nodal Bank by the NHM.
2. The NHM shall ensure availability of sufficient funds in the Nodal Bank Account as per requirement to facilitate smooth remittances.
3. The exchange of files viz. payment processing file from the NIC Server and the reverse / response file from the Bank server should be in the mutually agreed format only. The receipt of the files by the Bank server should be deemed to be the customer's mandate for debiting their specified accounts and such mandate should be irrevocable.
4. All the files digitally signed landing in the Bank server / site from ASHA Soft should be treated as duly authorized by the competent authority.
5. The reverse/ response file should be placed by the Bank as and when the files are processed/ status is updated, in the Bank server. The Bank will send the real time status of transactions to ASHA Soft server for further processing.
6. Account of ASHA Sahyogini and other beneficiaries to be validated and at BCM&HO level and other Designated Officer.
7. The CM&HO and other Designated Officer should ensure the correctness of the transaction from their side.
8. In the event of breakdown of server, and non availability of the fall back system, personal interest shall be taken to ensure the breakdown is attended and rectified with a reasonable time frame.
9. The CM&HO and other Designated Officer shall not permit manual processing of transfer of money.

5 DEC 2014

क्रमांक 4059 दिनांक 5/12/14
मुद्रांक का मूल्य 10000/-
क्रेता का नाम डा. रमेश चंद्र शर्मा
पिता/पति का नाम _____
क्रेता का पता न. 4/11 न. 11-11
पत्तो _____
हस्ताक्षर क्रेता _____

श्रीमती रम्भा पाठक
ला. स्टाम्प विक्रेता
7-A जयपुर कोर्ट
न्यू सांगानेर रोड सोडाला, जयपुर
जारीसमन्त नम्बर 32/2011-12



10. Based on the experience, the above process, if required and with mutual consent and with prior written approval, shall be modified and in such event, both parties agree to adhere to such modified process, from time to time.

ROLE AND RESPONSIBILITIES OF NODAL BANK

1. The Nodal bank shall undertake to accommodate all data transfer requirements to receive data and to response data between NHM (NIC) Server and Nodal Bank Server to receive the encrypted file from the departmental server on 6th/7th on real-time basis containing therein all the FTOs in the format mutually agreed.
2. Soon after receipt of this file, the bank server should automatically debit the Central Fund Account of NHM and credit the ASHA account authorized in the FTO. Bank shall assure that the above manners, all account of all branches of the Nodal Bank authorized in the FTOs are credited on same day.
3. Nodal Bank shall provide the services for transfer of funds through Real Time Gross Settlement (RTGS)/ National Electronic Funds Transfer (NEFT)/ Generic Rapid Prototyping Tool (GRPT)/ any other electronic fund transfer mechanism available in future/ INTERNAL to other public sector/ private sector Banks between 10.00 A.M. to 4.00 P.M. on all working days and from 10.00 A.M. to 12 Noon on Saturdays.
4. Neither service charge nor transfer charges shall be levied by Nodal Bank in respect of any financial transaction. It is agreed that the Nodal Bank shall not charge any extra amount from any other body including the account holder and NHM for the services rendered as mentioned herein.
5. The Nodal Bank undertakes and confirms that the Bank has capability to design/ organize and provide services utilizing the computer application effectively through online banking system through various bank branches in the State of Rajasthan for transfer of funds as required by NHM.
6. The exchange of files viz. payments processing file from the NIC, and the reverse / response file from the Bank server should be in the mutually agreed format only. The receipt of the file by the Bank Server should be deemed to be the customer's mandate for debiting their specified accounts and such mandate shall be irrevocable.

5 OCT 2014

क्र. 457 दिनांक 5/10/14
मुद्रांक का मूल्य 10005=500
क्रेता का नाम अ. शर्मा अ. शर्मा
पिता/पति का नाम
क्रेता का पता 24/11/14 - लखनऊ
राज्य उत्तर प्रदेश
स्थापक क्रेता

श्रीमती रम्भा पाठक
सा. स्टाम्प विक्रेता
7/5/14
न्यू सांगानेर रोड लोहावाड़ी जयपुर
जारीसंख्या नम्बर 32/2011-12

7. As the whole process is being automated from generation of files at NIC, server and transmission to the Bank, all files landing in the Banks server/ site shall be treated as duly authorized.
It shall be imperative that the Nodal Bank shall process the transaction based on the data made available by the NIC, Server through SFTP.
8. The reverse/ response file should be placed by the Bank as and when the files are processed/ status is updated, in the Bank server. The Bank Server will share/send the real time statement of transactions to ASHA Soft. *The Bank will ensure to send the SMS to the ASHA's mobile number regarding online payment for the initial period of six months.*
9. In case of payment to beneficiaries with in the bank, the transaction reference number under the credit is afforded shall be providing. Though the status of credit would be known immediately in case of Generic Rapid Prototyping Tool (GRPT), the same cannot be known immediately in the case of Real Time Gross Settlement (RTGS) / National Electronic Funds Transfer (NEFT) as the credit has to processed by the other bank at their end in such case the corresponding Unique Transaction Record (UTR) number would be provide and the bank would adhere to the time norms as per the RBI Guideline. In case of return of remittances under RTGS/NEFT, the Bank will accept the return and advice the customer accordingly, the redressal system given by Reserve Bank of India (RBI) for these facilities. In such cases the Nodal Bank shall talk to those banks and see that the issue is sorted out as soon as possible but that will not be more than 3 working days.
10. The Nodal Bank shall not entertain manual processing of transfer of money.
11. In case of Bank/ RBI holiday, all the processing file received shall be processed only on the next working day.
12. In the event of breakdown of server, and non availability of the fall back system, personal interest shall be taken to ensure the breakdown is attended and rectified with a maximum period of 24 hours.



CHARGES

The Nodal Bank shall not levy any sort of transfer charges from on Government, or NHM or end user.

TERM AND TERMINATION

1. This agreement shall be effective from the date of execution of this agreement as first above mentioned and continue to be in force and be binding on both parties hereto unless terminated by either party in accordance with the term provide hereunder. This agreement is valid for an initial period of 2 year from the date of this agreement and after completion of 2 years it is to be renewed for period of 2 years with mutual consent.
2. Either party may terminate this agreement at any time by giving at least thirty (30) days prior written notice to the other party in following events to the other party.
 - a) Where the other party commits any breach of the term of this agreement and in case of a breach capable of being remedied shall have failed, within 15 days after the receipt of the request in writing to remedy the breach.
 - b) As a winding up proceeding or bankruptcy order made against it or a court receiver over any of its assets is appointed or if it becomes unable to pay its debts as they become due or if the other party enters into any arrangement or composition with or for the benefits of its creditors or if a resolution is passed for voluntary winding up or dissolution of the other party or if the other party is dissolved or any analogous occurrence under any other jurisdiction.
3. Notwithstanding any other rights and remedies provide elsewhere in the agreement on termination of this agreement.
 - I. The parties shall settle all outstanding dues inter se and arrange to return all the documents and properties belonging to the other party.
 - II. The parties shall not be eligible to claim any amount of loss or compensation for termination of this agreement.

The expiration or termination of this agreement for any reason whatsoever shall not effect any obligation of either party having accrued under this agreement prior to the expiration or termination of this agreement and such expiration or termination shall be

without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of this agreement.

In the event of such termination the duties and obligations of both the parties shall be performed for the acts done before such termination i.e. during the agreement period.

The parties will negotiate in good faith the terms of further agreements as may be necessary for the objects of this agreement.

Law and Arbitration:

- a) The provisions of this agreement shall be governed by and construed in accordance with Indian Law.
- b) Any dispute, controversy or claims arising out of or relating to this agreement or breach, termination or invalidity thereof shall be settled by arbitration in accordance with the provisions of the Arbitration and conciliation Act 1996. It is mutually agreed that, in case of any dispute in interpretation of this agreement, the matter shall be referred to Sole Arbitrator as may be appointed by both parties and costs of such arbitrator shall be borne equally by both parties.
- c) The place of Arbitration shall be Jaipur and any award whether interim or final shall be made and shall be deemed for all purposes between parties to be made at respective place.
- d) The rights and obligations of the parties under or pursuant to this clause including the arbitration agreement clause shall be under the exclusive jurisdiction of the Courts situated at Jaipur.

Miscellaneous :

A) Amendments : No Waivers

- I. Any provision of this agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of any amendment by each of the parties, or in the case of a waiver, by the party against whom the waiver is to be effective.
- II. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial

exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

B) Successors and Assigns

The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and affiliates.

C) Notices

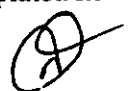
Unless otherwise provided herein, all notices or other communications under or in connection with this agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (no receipts a confirmation to the correct facsimile number).

D) Entire agreement; No Third Party Rights:

- I. This agreement constitutes the entire agreement between the parties with respect of the subject matter hereof and supersedes all prior written agreements, understanding and negotiations, both written and oral, between the parties with respect to the subject matter of this agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.
- II. Neither this agreement nor any provision hereof is intended to confer upon any person other than the parties to this agreement any rights or remedies hereunder.

E) Further Assurances

In connection with this agreement, as well as all transactions contemplated by this agreement, each party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.



F) Severability

The invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not affect the validity, legality and enforceability of the remainder of this agreement in such jurisdiction or the validity, legality or enforceability of this agreement including any such provision in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

G) Change in Law, etc.,

In case of any change in applicable laws in India that has an effect on the terms of this agreement the parties agree that the agreement would be reviewed, and if deemed necessary by the parties, renegotiated in good faith.

H) Captions:

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

I) Annexure

This agreement together with any annexure hereto forms a single agreement between the parties hereto.

J) Counterparts

This agreement has been signed in duplicate, each of which shall be deemed to be an original.

K) Assignment

This agreement may not be assigned by any of the parties hereto without the prior written consent of the other party, provided however that Nodal Bank may assign its right, title and interest in this agreement to any of its affiliates with the prior consent of the NHM.

L) Force Majeure

Neither party shall be considered in default of performance of its obligations under the terms of this agreement or for indemnification provided for hereunder, if such

performance is prevented or delayed for any cause beyond the reasonable control of the party affected including war, hostilities, revolution, riots, civil commotion, strikes, lockouts epidemic, fire, explosion, flood, earth-quake, act of God, any act of Government, espionage, hacking network failure, default or failure of/by any third party, or any other cause beyond the control of the concerned party which could not have been foreseen or avoided by the exercise of due diligence provided that notices in writing, of any such event with necessary evidence that the obligation under the agreement has been thereby affected or prevented or delayed, is given as soon as possible and in any event within 14 days from the happening of the force majeure event, and in case it is not possible to serve the notice within the said 14 days period, then within the shortest possible period thereafter without delay.

The party affected by *force majeure* shall continue to perform the obligations under this agreement, which are not affected by the *force majeure* event and may take steps as are reasonably necessary to remove the causes resulting in *force majeure* if within its control and to mitigate the effect thereof.

As soon as the cause of *force majeure* has been removed, the party whose liability to perform its obligation has been affected shall notice the other party the actual delay occurred in such affected activity.

In case of *force majeure* continuing beyond a period of 2 months, the party whose liability to perform its obligation has been affected shall be entitled to terminate this agreement.

M) Legal compliance and indemnity

- I. The parties shall be required to comply with and fulfill all statutory and legal requirements, relating to the transactions and protect the interest of the other party in all matters,
- II. The RSHS, NHM shall always keep Nodal Bank indemnified and harmless for all actions, losses, costs, charges, proceedings etc. which Nodal Bank might suffer due to any act or forbearance on the part of the NHM in contravention of any

- laws, rules, guidelines or any other acts or deeds of the NHM in respect of this agreement (including any breach or non-compliance with the terms hereof)
- III. Nodal bank shall always keep the NHM indemnified and harmless for all actions, losses, costs, charges proceeding etc. Which the NHM might suffer due to any act or forbearance on the part of the Nodal Bank in contravention of any laws, rules, guidelines or any other acts or deeds of the Nodal Bank in respect of this agreement (including any breach or non-compliance with the terms hereof)

N) Disclosure of Information

- I. The parties will maintain utmost confidentiality regarding the contents of this agreement at all times and all confidential information and neither of the parties will made any announcement to the public or to any third party regarding the arrangements contemplated by this agreement without the consent of the other, such consent not be unreasonably withheld or delayed, save in the absence of agreement for any statement or disclosure which may be required by law or called for, by the requirements of any stock exchange and any such statement of disclosures shall be no more extensive than is usual or necessary to meet the requirements imposed upon the party making such statement or disclosure.
- II. The receiving party shall not be liable for disclosure or use of any confidential information is the same :
- a) is in or enters the public domain not attributable to any act or omission of the receiving party :
 - b) is known to the receiving party at the time of first receipt, or thereafter becomes knows to the receiving party prior to such disclosure without similar restrictions from a source other than the disclosing party, as evidenced by written records.
 - c) is disclosed pursuant to any law or an order of a court or regulatory authority
- III. The NHM hereby authorizes Nodal Bank and its agents to exchange, share or part with all information pertaining to and/or contained in this agreement to other Banks/Statutory bodies (including RBI) as may be required and

undertakes not to hold Nodal Bank and their agents liable for use of the aforesaid information.

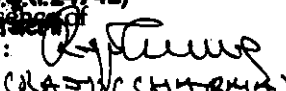
OTHER TERMS AND CONDITIONS

1. The Nodal Bank shall comply such directions as the RSHS, NHM may issue from time-to-time for the smooth functioning of the system of the agreement.
2. In the event of break down of server at any end, and non availability of the fall back systems, the parties will take personal interest and see that break down is attended on war footing basis.
3. Ensure Deployment/installation of software-version updates from time to time.
4. Provide online technical and functional (i.e., Software usage, related queries and operation) support.

IN WITNESS WHEREOF the parties hereto have executed this agreement (in duplicate) on the day, month and year first hereinabove mentioned.

Signature :

Senior Manager
कृते बैंक ऑफ़ बरोडा
BANK OF BARODA

(24742)
In the presence of
Witness 1: 
(R. K. Meena)


Witness 2: MNR
(R. K. Meena)

Signature :

Special Secretary, Medical Welfare cum Mission Director
NHM & Special Secretary
Medical Health & Family Welfare

Witness 1 :

Witness 2 :


निदेशक (प. क.)
चिकित्सा एवं स्वास्थ्य सेवायें
राज. जयपुर