Request for Proposal (RFP)

for

Selection of a CERT-In empaneled agency to provide Security Assessment Services

for

National Health Authority

Volume I

RFP No: S-12019/85/2020-NHA

Publishing Date: 18/09/2020

Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to Service Providers on the terms and conditions set out in this Tender.

The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification/technical and financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The NHA also accepts no liability of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The NHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document. The issue of this RFP Document does not imply that the NHA is bound to select or appoint a Bidder, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Service Provider and the NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

About this RFP

This RFP is meant to invite proposals from interested organizations capable of delivering '**scope of work**' for Security Assessment Services described herein. The content of this RFP has been documented as a set of two (II) volumes explained below.

- **RFP Volume I: Scope of Work, Evaluation and Bidding Process**: Scope of Work: Volume I of RFP provides details on the proposed scope of work and other requirements that NHA deems necessary to share with the potential bidders. Evaluation and Bidding Process details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids.
- **RFP Volume II: Contractual and Legal Specifications**: Volume II of RFP provides the contractual and legal terms that NHA wishes to specify at this stage.

This is Volume I of the RFP

Table of Contents

About this RFP **3**
Abbreviations **6**
Invitation to Proposal **7**
Fact Sheet and RFP Schedule **8**
1 About Us **10**
1.1 About NHA 10
1.2 Ayushman Bharat PM-JAY 13
1.3 About NDHM 14
2 Scope of Work **15**
2.1 Security Assessments 16
2.2 Term of Contract 19
2.3 Security of Information and Data 19
2.4 Deliverables 20
3 Instructions to Bidders **20**
3.1 Objectives of this RFP 20
3.2 General 20
3.3 Availability of RFP Document 21
3.4 Bid Security/EMD 21
3.5 Bid Preparation Costs 21
3.6 Consortium/Sub-Contracting 22
3.7 Debarment from Bidding 22
3.8 Authorized Signatory and Authentication of Bids 22
3.9 Language 22
3.10 Complete and Compliant Responses 22
3.11 Late Bids 23
3.12 Proposal Submission Format 23
3.13 Amendment of the RFP 23
3.14 Bid Validity 23
3.15 Right to the Content of Proposal 23
3.16 Disqualification 24
3.17 Confidentiality 24
3.18 Fraud and Corrupt Practices 24
3.19 Right to Terminate the Process 25
3.20 Conflict of Interest 25

4 Bid Process 27
4.1 Pre-Bid Queries 27
4.2 Pre-Bid Meeting 27
4.3 Responses to Pre-Bid Queries and Issue of Corrigendum 27
4.4 Bid Submission Format 27
4.5 Selection of Bidders 29
5 Evaluation Process and Criteria 31
5.1 Evaluation Process 31
5.2 Evaluation Criteria 32
6 Award of Contract 34
6.1 Award Criteria 34
6.2 Letter of Award 34
6.3 Performance Guarantee 34
6.4 Contract Signing 34
6.5 Failure to Agree with the Terms and Conditions of the RFP 35
7 Payment Terms 36
7.1 Service Levels and Penalties 36
8 Annexure 37
8.1 Annexure I – Template for Pre-Bid Queries 37
8.2 Annexure II – Pre-Qualification Proposal Format 38
8.3 Annexure III - Commercial Proposal Format 41
8.4 Annexure IV - Format for Performance Bank Guarantee 44
8.5 Annexure V - Integrity Pact 46
8.6 Annexure VI - Non-Disclosure Agreement (NDA) 50
8.7 Annexure VII: Current Infrastructure and Volumetric Details 58

Abbreviations

Abbreviation	Description
AB-PM-JAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
API	Application Program Interface
AUA	Authentication User Agency
BIS	Beneficiary Identification System
GOI	Government of India
HEM	Hospital Empanelment Module
HMIS	Hospital Management Information System
IRDA	Insurance Regulatory and Development Authority of India
LOINC	Logical Observation Identifiers Names and Codes
MDDS	Metadata and Data Standards
MoHFW	Ministry of Health & Family Welfare
NAFU	National Anti-Fraud Unit
NHA	National Health Authority
NHDB	National Health Digital Blueprint
NHDM	National Health Digital Mission
NIC	National Informatics Centre
PMC	Program Management Consultant
POC	Privacy Operation Center
RFP	Request for Proposal
SECC	Socio-Economic Caste Census
SHA	State Health Agency
SLA	Service Level Agreement
SP	Service Provider
TMS	Transaction Management System
TPA	Third Party Agency
UAT	User Acceptance Testing

Invitation to Proposal

New Delhi

Date: 18/09/2020

National Health Authority (hereafter referred to as NHA), an attached office of the Ministry of Health and Family Welfare for the implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (PM-JAY) and National Digital Health Mission having its Office at 3rd, 7th and 9th Floor, LIC Jeevan Bharti Building, Tower-I, Connaught Place, New Delhi – 110001, invites responses ('Proposals'/ 'Bids') to this RFP from eligible Bidders for Selection of a CERT-In empaneled agency to conduct security assessment for NHA.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The time, date and venue details related to the pre-bid meeting and proposal submission are mentioned in the RFP fact sheet. Proposals must be received not later than time, date and venue mentioned in the RFP fact sheet. Proposals that are received after the deadline will not be considered. Bidder will be selected under **Lowest Cost System based selection criteria (i.e. L1)** and procedures described in this RFP. To obtain first-hand information on the RFP/Project, Bidders are encouraged to attend the pre-bid meeting on the date and venue mentioned in the fact sheet. The official website for accessing the information related to this RFP is: Central public procurement portal (www.eprocure.gov.in).

Thank you and we look forward to receiving your proposal.

General Manager (Administration)

National Health Authority

Fact Sheet and RFP Schedule

SNo.	Reference	Description
1.	**RFP Number and Issuing Authority**	RFP No. - S-12019/85/2020-NHA Chief Executive Officer, National Health Authority
2.	**Date of publishing of RFP**	18/09/2020
3.	**Job Requirement**	Request for Proposal (RFP) for Selection of a CERT-In empanelled agency to provide Security Assessment Services for National Health Authority
4.	**Availability of RFP document**	RFP is made available on- i. Website of PMJAY (www.pmjay.gov.in) ii. Central public procurement portal (www.eprocure.gov.in) From 18-09-2020 onwards. RFP document can be downloaded from the above mentioned websites at free of cost.
5.	**Method of selection**	Two stage process comprising of- i. Pre-Qualification/Technical evaluation ii. Commercial Evaluation. The final selection will be Lowest Cost System based selection criteria (i.e. L1).
6.	**Name of purchaser**	Chief Executive Officer, National Health Authority, acting on behalf of the President of India.
7.	**Date till which the RFP response/bid validity should be valid**	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission
8.	**Pre-Bid Queries**	Clarification must be requested on or before 28/09/2020 up to 2359 hours Bidders are required to send the queries/clarification request in MS excel file in soft copy (as detailed in Annexure I). The e-mail address for requesting clarification is: bk.datta@nic.in
9.	**Pre-Bid Meeting**	Date- 25/09/2020, 1100 hours onwards Venue- National Health Authority Office Conference Room 9th Floor, Tower-1 Jeevan Bharati Building Connaught Place New Delhi (Considering the current situation NHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on PM-JAY website viz. (www.pmjay.gov.in)

SNo.	Reference	Description
10.	**Bid submission**	The last date for submission of Proposal is on or before 12/10/2020, 1700 hours. The bidder's proposal need to be submitted online at www.eprocure.gov.in on or before the last date of submission.
11.	**Bid processing fees**	NIL
12.	**Currency**	The bidder to state all costs in Indian Rupees only (₹).
13.	**Late Bids**	Late bids i.e. bids received after the specified date and time of receipt will not be considered
14.	**Earnest Money Deposit**	The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) as per the details specified in section 3.4 of this RFP.
15.	**Date, Time and venue for opening of pre-qualification/technical bids of all bidders**	13/10/2020, 1700 hours onwards at – National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi
16.	**Tentative date, time and venue for opening of commercial bids of all bidders (only of the bidders who have qualified in the pre-qualification/technical evaluation stage)**	To be intimated later. Venue- National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi"
17.	**Date, Time of announcement of the selected bidder.**	To be announced later.

1 About Us

1.1 About NHA

1. National Health Authority is the apex body responsible for implementing India's flagship public health insurance/assurance scheme 'Ayushman Bharat Pradhan Mantri Jan Arogya Yojana'. NHA has been set-up to implement the PM-JAY at the national level.
2. An attached office of the Ministry of Health and Family Welfare with full functional autonomy, NHA is governed by a Governing Board chaired by the Union Minister for Health and Family Welfare. Chief Executive Officer (CEO), an officer in the rank of Secretary to the Government of India manages its affairs. The CEO is the Ex-Office Member Secretary to the Governing Board.
3. To implement the scheme in the State, State Health Agencies (SHAs) in the form of a society/trust have been set up by the States. SHAs have full operational autonomy over implementation of the scheme in the State including extending the coverage to non SECC beneficiaries.
4. NHA is entrusted to implement the NDHM.

1.1.1 Key functions of NHA

- Formulation of various operational guidelines related to PM-JAY, model documents and contracts to ensure standardization and interoperability.
- Determine the central ceiling for premium (or maximum central contribution for trusts) per family per year to be provided to the States/ UTs and review it from time to time, based on the field evidence and actuarial analysis.
- Develop, and enforce compliance with, standards for treatment protocols, quality protocols, minimum documentation protocols, data sharing protocols, data privacy and security protocols, fraud prevention and control including penal provisions etc.
- Develop mechanisms for strategic purchasing of health care services through PM-JAY, so as to get best return of Government's investment. Create conducive conditions for strategic purchasing by preparing list of packages and their rates and updating those from time to time using a transparent, predictable and evidence-based process. Set up effective and efficient mechanisms to pay to the health care providers through electronic payment systems.
- Set up systems and processes for convergence of PM-JAY with other health insurance / assurance schemes. This will include schemes being implemented by both states and central governments. National Health Authority will also develop a path to converge PM-JAY with schemes targeting both formal and informal sector workers.
- Build a state-of-the-art health information technology ecosystem with requisite foundational components on which PM-JAY and other health systems can be hosted/ linked; Information Technology standards will be developed in consultation with MeitY.
- Explore options including ways to link PM-JAY with the larger health care system, especially primary care, in consultation with Ministry of Health and Family Welfare.
- Work closely with Insurance Regulatory and Development Authority (IRDA) on development and implementation of Health Insurance Regulations targeting insurance companies, Third Party Administrators, hospitals and other stakeholders.
- Effective implementation of PM-JAY across the country and its regular monitoring including taking course corrective actions, as and when required.
- Coordination with various State Governments on a regular basis for implementation of PM-JAY.
- Capacity building of State Health Agencies and other stakeholders continuously.

- Carrying out awareness activities for informing beneficiaries and other stakeholders about the schemes.
- Prevention, detection and control of frauds and abuse.
- Grievance redressal for all stakeholders at various levels.
- PM-JAY will act as Data fiduciary and will be responsible for security of the personal data and health records.
- Set up an efficient monitoring system for the scheme
- Stimulate cross learning, share of best practices amongst states and documentation of these practices.
- Ensure interoperability, standardization and convergence amongst schemes of central ministries.
- Conduct and facilitate policy relevant research and evaluation studies including knowledge sharing and information dissemination at national and international levels.
- Develop strategic partnerships and collaboration with central and state governments, other public and private institutions including not-for-profit institutions, banks, insurance companies, academic institutions including universities, missions, think tanks, and other national and international bodies of repute in areas relevant to the objectives of PM-JAY.
- Generate evidence for the policymakers from schemes data and other research/evaluations so as to facilitate evidence-based-decision making and policy formulation by the Government.
- Act as apex body for State Health Agencies that have been set up to implement PM-JAY.
- Take any decision related to the implementation of the scheme, recruitment rules and hiring of staff, disbursement of grant in aid to the states, and issue relevant directions from time to time, as required.
- Any other activities as assigned by the Government of India from time to time

Bidders are requested to visit https://pmjay.gov.in/ for details.

1.1.2 Organizational Structure of NHA

1. The National Health Authority is divided into seven verticals. Each vertical in headed by an Executive Director and staffed by personnel skilled and experienced in their specific area of work.
2. The organizational structure of NHA through which these functions are delivered is as shown on the diagram below-

Organizational Structure of NHA

NHA Organizational Structure

1.2 Ayushman Bharat PM-JAY

Ayushman Bharat, a flagship scheme of Government of India was launched as recommended by the National Health Policy 2017, to achieve the vision of Universal Health Coverage (UHC). This initiative has been designed so as to meet SDG and its underlining commitment, which is "leave no one behind".

Ayushman Bharat is an attempt to move from sectoral and segmented approach of health service delivery to a comprehensive need-based health care service. Ayushman Bharat aims to undertake path breaking interventions to holistically address health (covering prevention, promotion and ambulatory care), at primary, secondary and tertiary level. Ayushman Bharat adopts a continuum of care approach, comprising of two inter-related components, viz:

- **Health and Wellness Centres (HWCs):** In February 2018, the Government of India announced the creation of 1,50,000 Health and Wellness Centres (HWCs) by transforming existing Sub Centres and Primary Health Centres. These centres would deliver Comprehensive Primary Health Care (CPHC) bringing healthcare closer to the homes of people covering both maternal and child health services and non-communicable diseases, including free essential drugs and diagnostic services. Health and Wellness Centers, are envisaged to deliver an expanded range of services to address the primary health care needs of the entire population in their area, expanding access, universality and equity close to the community. The emphasis of health promotion and prevention is designed to bring focus on keeping people healthy by engaging and empowering individuals and communities to choose healthy behaviors and make changes that reduce the risk of developing chronic diseases and morbidities.
- **Pradhan Mantri Jan Arogya Yojana (PM-JAY):** The second component under Ayushman Bharat is PM-JAY, which aims at providing health benefit cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 10.74 crores poor and vulnerable families (approximately 50 crore beneficiaries) on cashless family floater basis. There is no cap on the family size under the scheme. This scheme was launched on 23rd September 2018 by the Hon'ble Prime Minister Shri Narendra Modi on PAN India basis. PM-JAY has been rolled out for the bottom 40% of poor and vulnerable population. The households included are based on the deprivation and occupational criteria of Socio-Economic Caste Census 2011 (SECC 2011) for rural and urban areas respectively. The scheme subsumed then existing Rashtriya Swasthya Bima Yojana (RSBY), launched in 2008 and Senior Citizen Health Insurance Scheme, launched in 2017. Therefore, the coverage mentioned under PM-JAY also includes families that were covered in RSBY but were not present in the SECC 2011 database. PM-JAY is completely funded by the Government, and cost of implementation is shared between Central and State Governments.

Key features of PM-JAY

1. World's largest health insurance/ assurance scheme fully financed by the government.
2. Provides benefit cover of Rs. 5 lakhs per family per year, for secondary and tertiary care hospitalization across public and private empaneled hospitals in India.
3. Over 10.74 crore poor and vulnerable entitled families (approximately 50 crore beneficiaries) are eligible for these benefits.
4. Provides cashless and paperless access to health care services for the beneficiary at the point of service.
5. Will help reduce catastrophic expenditure for hospitalizations, which pushes 6 crore people into poverty each year, and will help mitigate the financial risk arising out of catastrophic health episodes.
6. No restrictions on family size, age or gender.
7. All pre-existing conditions are covered from day one.

8. Covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
9. Benefits of the scheme are portable across the country i.e. a beneficiary can visit any empaneled public or private hospital for cashless treatment.

1.3 About NDHM

1.3.1 Background

1. In 2017, the Government of India announced National Health Policy (NHP) with the following goal: "The attainment of the highest possible level of health and wellbeing for all at all ages, through a preventive and promotive health care orientation in all developmental policies, and universal access to good quality health care services without anyone having to face financial hardship as a consequence."
2. The NHP prescribed specific goals for adoption of digital technologies. Taking that as reference the Ministry of Health and Family Welfare constituted a committee to create an implementation framework for the National Health Stack. This effort resulted in creation of the National Digital Health Blueprint (NDHB). The Blueprint comprises the details of building blocks to fulfil the vision of the NHP and an action plan to realize digital health in a comprehensive and holistic manner.
3. Taking forward the NDHB, Government of India recommended setting up of a NDHM (National Digital Health Mission) by leveraging technology to set-up digital health eco-system that supports universal health coverage in an efficient, accessible, inclusive, affordable and timely manner through provisioning of a wide range of data, information, and infrastructure services.

Bidders are requested to refer the NDHB report (Refer https://main.mohfw.gov.in/sites/default/files/Final%20NDHB%20report_0.pdf) for understanding of various building blocks of NDHM.

1.3.2 NDHM Vision

"To create a national digital health ecosystem that supports universal health coverage in an efficient, accessible, inclusive, affordable, timely and safe manner, that provides a wide-range of data, information and infrastructure services, duly leveraging open, interoperable, standards-based digital systems, and ensures the security, confidentiality and privacy of health-related personal information".

1.3.3 NDHM Objectives

In order to achieve its objectives, in particular, to strengthen the accessibility and equity of health services, including continuum of care with citizen as the owner of data, in a holistic healthcare programme approach leveraging IT & associated technologies and support the existing health systems in a 'citizen-centric' approach, the NDHM envisages the following specific objectives-

1. To establish state-of-the-art digital health systems, to manage the core digital health data, and the infrastructure required for its seamless exchange;
2. To establish registries at appropriate level to create single source of truth in respect of clinical establishments, healthcare professionals, health workers, drugs and pharmacies;
3. To enforce adoption of open standards by all national digital health stakeholders;
4. To create a system of personal health records, based on international standards, easily accessible to individuals and healthcare professionals and services providers, based on individual's informed consent;

5. To promote development of enterprise-class health application systems with a special focus on achieving the Sustainable Development Goals for health;
6. To adopt the best principles of cooperative federalism while working with the States and Union Territories for the realization of the vision;
7. To ensure that the healthcare institutions and professionals in the private sector participate actively in the building of the NDHM, through a combination of prescription and promotion;
8. To ensure national portability in the provision of health services;
9. To promote the use of clinical decision support (CDS) systems by health professionals and practitioners;
10. To promote a better management of the health sector leveraging health data analytics and medical research;
11. To provide for enhancing the efficiency and effectiveness of governance at all levels;
12. To support effective steps being taken for ensuring quality of healthcare; and
13. To leverage the information systems existing in the health sector, by ensuring that they conform to the defined standards and integrate with the proposed NDHM.

2 Scope of Work

NHA IT Ecosystem currently involves multiple services providers for both applications and infrastructure. It is expected that the agency will assist NHA and its ecosystem partners in moving towards a cyber safe PM-JAY and NDHM. It is expected that the below security assessments need to be performed by the selected agency:

1. API Security Assessment
2. Web and Mobile Application Security Assessment
3. Source Code Review
4. Annual Aadhaar Audit

- Selected bidder shall provide the above-mentioned services for the defined scope in this RFP.
- Selected bidder shall provide security assessment services to the ongoing/new projects within the purview of NHA. Such support will be for a definite period and will not amount to any kind of employment obligation on the part of NHA.
- Selected bidder will be responsible for the assessment findings and closure report for all the above-mentioned assessments.
- Selected bidder will provide their services from anywhere in India. No TA/DA will be admissible for the first posting of a professional from the empaneled organization. However, a professional would be entitled to TA/DA, as per the rules, if he/she is asked to go on tour for project work from his/her site.
- The staff selected bidder have to use their own laptops, mobile phone etc. for doing the project work.

2.1 Security Assessments

2.1.1 API Security Assessment

1. Agency must use both Automated and manual testing methods to assess the API for known security vulnerabilities. Testing must be performed from both the perspective of an unauthenticated user (i.e. an anonymous web user) and an authenticated user.
2. Manual testing must be performed to identify additional security vulnerabilities in the design of the application. For each of the identified potential weaknesses, the agency must attempt to capture the POC to verify that the application is susceptible to attack and to fully understand the impact of the weaknesses.
3. The web API susceptibility to a variety of attacks including the Open Web Application Security Project (OWASP) Top Ten 2020 or any further released security flaws:
    a. Injection vulnerabilities
    b. Broken Authentication and Session Management
    c. Sensitive Data Exposure
    d. XML External Entities (XXE)
    e. Broken Access Control
    f. Security Misconfiguration
    g. Cross-Site Scripting (XSS)
    h. Insecure Deserialization
    i. Using Components with Known Vulnerabilities
    j. Insufficient Logging & Monitoring

2.1.2 Web and Mobile Application Security Assessment

1. Agency shall assess the security of the in-scope applications from the perspective of an unauthenticated user and authenticated users with varying level of privileges aimed at bypassing inter-user access control restrictions, escalating privileges at the application level, obtaining unauthorized access to sensitive data and gaining privileged access to the underlying infrastructure or data. The in-scope application to be assessed includes (but not limited to):
    a. NHA's Public facing websites and applications (PMJAY & NDHM)
    b. Critical identified applications managed by ecosystem partner
2. List of Reports that agency is required to design and implement as part of the operations phase includes (but not limited to):
    a. Outputs / reports generated by the tools used for vulnerability scans
    b. Description of identified application vulnerabilities and the implications of successful exploitation of the identified vulnerabilities
    c. A composite risk rating for each of the identified vulnerabilities considering the business impact of successful exploitation, popularity of the vulnerability and simplicity of attack techniques
    d. Examples of data extracted from the system in case the vulnerability could be successfully exploited during the penetration test
    e. Recommendations to address the root cause of the identified vulnerabilities
    f. List of affected menu options, URLs and parameters for each of the identified vulnerabilities
    g. Integration of all open/work-in-progress/closed issues with Compliance / Executive Dashboard

2.1.3 Source Code Review

1. Conduct Source code review to identify security vulnerabilities in application code using static code analysis tools and manual code review methodologies.
2. Provide reasonable comments explaining what the code does and explain the security risk of obfuscated code.
3. Guide on how to build secure programming practices to ensure secure coding.
4. At least following key areas to be covered for the analysis while carrying out Source code reviews as per the framework being used:
    a. **Input Validation**

Command Injection	SQL Injection: Hibernate
Cross-Site Scripting	Struts: Duplicate Validation Forms
Cross-Site Scripting: Poor Validation	Struts: Erroneous validate() Method
Denial of Service	Struts: Form Field Without Validator
HTTP Response Splitting	Struts: Form Does Not Extend Validation Class
Log Forging	Struts: Plugin Framework Not In Use
Missing XML Validation	Struts: Unvalidated Action Form
Path Manipulation	Struts: Unused Validation Form
Process Control	Struts: Validator Turned Off
Resource Injection	Struts: Validator without Form Field
Setting Manipulation	Unsafe JNI
SQL Injection	Unsafe Reflection
Command Injection	SQL Injection: Hibernate
Cross-Site Scripting	Struts: Duplicate Validation Forms
Cross-Site Scripting: Poor Validation	Struts: Erroneous validate() Method
Denial of Service	Struts: Form Field Without Validator
HTTP Response Splitting	Struts: Form Does Not Extend Validation Class
Log Forging	Struts: Plugin Framework Not In Use
Missing XML Validation	Struts: Unvalidated Action Form
Path Manipulation	Struts: Unused Validation Form
Process Control	Struts: Validator Turned Off
Resource Injection	Struts: Validator without Form Field
Setting Manipulation	Unsafe JNI
SQL Injection	Unsafe Reflection

b. Security Features

Access Control: Database	Password Management: Password in Redirect
Insecure Randomness	Password Management: Weak Cryptography
Password Management	Privacy Violation
Password Management: Hardcoded	

c. Errors

1. Poor Error Handling: Empty Catch Block
2. Poor Error Handling: Overly Broad Throws
3. Poor Error Handling: Overly Broad Catch
4. Poor Error Handling: Program Catches
5. NullPointerException

d. Code Quality

Code Correctness: Call to Thread.run()	Null Dereference
Code Correctness: Erroneous String Compare	Poor Style: Confusing Naming
Dead Code	Poor Style: Confusing Naming (class member)

2.1.4 Annual Aadhaar Audit

Selected Bidder is required to conduct an annual audit of NHA's operations and systems by an information systems auditor on an annual basis to ensure compliance with the UIDAI's standards and specifications. The requirements against which the selected bidder needs to check the security compliance of the AUA/ KUA and ASA includes but not limited to the following: -

1. Aadhaar Act 2016 – Assessment to be conducted on the security, privacy and compliance aspects of the Authentication process and assess on ground compliance of the same.
2. Aadhaar (Authentication) Regulations 2016 - Assessment to be conducted on the security, privacy and compliance aspects of the Authentication process and assess on ground compliance of the same.
3. Aadhaar (Data Security) Regulations 2016 – Assessment to be conducted on the requirements of the regulation.
4. Aadhaar (Sharing of Information) Regulations 2016
5. UIDAI Information Security Policy for AUA/KUA
6. Other security guidelines, circulars, notifications and requirements as prescribed by UIDAI from time to time. Any change in guideline issued by UIDAI during the course of audit shall also be complied by the selected bidder.
7. IT Act 2000 and IT Act 2008
8. ISO27001 standard controls
9. Review of all NHA application used for Yes/No and/or e-KYC authentication or where authentication is not conducted but Aadhaar number is sought as part of the journey and also stored
10. To review security and privacy in handling of paper based Aadhaar document
11. Review of Vulnerability assessment and penetration testing (VAPT) carried out for the AUA/KUA infrastructure
12. Configuration assessment of the AUA/KUA infrastructure
13. NHA's IS Policy
14. NHA's DP Policy

The report will further be shared with UIDAI as a compliance requirement.

2.2 Term of Contract

The project shall be for a duration of Six (6) months from the start of the project (onboarding of service provider) and further extendable another Six (6) months, however, the discretion for extending the contract shall rest with NHA on the same terms and conditions provided under this RFP and acceptance of both the parties.

2.3 Security of Information and Data

The information and data at NHA are sensitive and confidential in nature not only for the government but also for the citizens. Any compromise of such information can have serious implications. It is therefore imperative to ensure confidentiality and integrity of data and transactions at various stages.

The agency will be required to comply with NHA's Information Security & Data Privacy Policy, or prevalent best practices in information systems which will govern the security of information assets and operations at NHA during the entire duration of the contract (including extensions, if any).

2.4 Deliverables

The agency shall submit the following deliverables to NHA as part of an assurance to fulfil the obligations under the contract of this RFP. The table given below may not be exhaustive and agency is responsible to provide all deliverables, which may be specified in this RFP, but not listed here, and those agreed by agency in response to any request from NHA.

Note - All project deliverables will be subject to a review and approval process and will be signed off by the NHA.

SNo.	Components	Frequency	Deliverable
1.	API Security Assessment	Prior Go-Live/ As & when requested	Safe-to-host report
2.	Web Application Security Assessment (WASA)	Prior Go-Live/ As & when requested	Safe-to-host report
3.	Mobile Application Security Assessment (MASA)	Prior Go-Live/As & when requested	Safe-to-host report
4.	Code Review	Annual	Code Review Report
5.	AUA Audit	Annual	Audit Report

3 Instructions to Bidders

3.1 Objectives of this RFP

The National Health Authority (hereinafter to be referred as NHA), through this RFP, invites Proposals from reputed firms (hereafter referred as 'Bidders') for selection of an agency which can meet the evaluation criteria specified in this RFP and deliver the scope. The project information and the broad scope of work is detailed in Section 2 of this RFP.

3.2 General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions to meet the requirements specified in the RFP.
2. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NHA.
5. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.
6. This RFP document is non-transferable.
7. The RFP should not be used to market the bidder's product or services.

3.3 Availability of RFP Document

The Bid document can be downloaded for free from https://eprocure.gov.in/cppp and https://pmjay.gov.in. The RFP document is available for download on all days and 24 x 7 till the last date of submission of bids.

3.4 Bid Security/EMD

1. The Bidders shall submit, along with their bids, a Bid Security/ Earnest Money Deposit (EMD) for an amount of ₹ 50,000 (Rupees fifty thousand only) as bid security fee in the form of a bank guarantee issued by any nationalized or scheduled commercial bank (of India) in the format provided in Annexure II, Section 8.2.2. The bidders may also submit bank guarantee in the form of account payee demand draft also.
2. The Bid Security/ EMD shall be submitted in a separately sealed envelope. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
3. EMD in any other form will not be accepted.
4. EMD must remain valid for at least 45 days beyond the final bid validity period i.e (180 + 45) days from the date of bid submission and the validity of the EMD should be extended in the event the last date of bid validity is extended. No interest will be payable by the NHA on the EMD.
5. The EMD is required to protect NHA against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (9) below.
6. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
7. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure IV) by the successful Bidder.
8. In case the EMD is not received within the stipulated deadline (provided in fact sheet) then NHA reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
9. Submission of EMD is applicable to all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.
10. The EMD may be forfeited:
    a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
    b. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
    c. If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
    d. If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

3.5 Bid Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities,

participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NHA to facilitate the evaluation process.

2. NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFP does not commit NHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
4. All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion.

3.6 Consortium/Sub-Contracting

Bidding as a consortium/any subcontracting under this RFP is not allowed for implementation of any component under the scope of this project.

3.7 Debarment from Bidding

1. A bidder shall be debarred if he has been convicted of an offence –
   a. Under the Prevention of Corruption Act, 1988; or
   b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 3.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.

3.8 Authorized Signatory and Authentication of Bids

1. The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit a power of attorney authorizing the person to be authorized signatory or board resolution or letter of authorization.
2. The Authorized Signatory representing the Bidder shall digitally sign all bid documents uploaded on Central Public Procurement Portal (URL: https://eprocure.gov.in/cppp/) and attach a scanned copy of the physically signed and stamped Integrity Pact, Letter of Authorization/board resolution/power of attorney and the EMD.

3.9 Language

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

3.10 Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

a. Include all documentation specified in this RFP;
b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
c. Comply with all requirements as set out in this RFP.

3.11 Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in fact sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. NHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles. The NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.12 Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 4.4 for the format for Proposal Submission.

3.13 Amendment of the RFP

1. At any time prior to the deadline for submission of the proposals, NHA, for any reason, may modify the RFP by amendment/corrigendum and it shall publish the same on the website. Such amendments shall be binding on the Bidders. In case of such modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids.
2. Bidders are requested to regularly visit the website and check for themselves regarding any addendum/corrigendum issued to the RFP. NHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the website for RFP related updates/information.

3.14 Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. NHA may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests. The validity of the EMDs as requested in Section 3.4 should also be suitably extended if called upon to do so by NHA.

3.15 Right to the Content of Proposal

All bids and accompanying documentation of the bid proposal will become the property of NHA, and will not be returned after opening of the bid proposals. NHA is not restricted in its rights to use or disclose any

or all of the information contained in the proposal and can do so without compensation to the bidders. NHA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3.16 Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The information submitted in the Pre-qualification Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
9. The Commercial Proposal is enclosed within the Pre-qualification Proposal;

3.17 Confidentiality

Information relating to the examination, clarification and comparison of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its RFP.

3.18 Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the NHA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, NHA shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the EMD and/or PBG, as the case may be.
2. Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NHA during a period of 3 years from the date such Bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
    a. "Corrupt Practice" means

i. The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or

ii. Same as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA in relation to any matter concerning the Project;

b. "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;

c. "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;

d. "Undesirable Practice" means

i. Establishing contact with any person connected with or employed or engaged by NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or

ii. Having a Conflict of Interest; and

e. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

3.19 Right to Terminate the Process

1. NHA may terminate the RFP process at any time and without assigning any reason. NHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by NHA. The bidder's participation in this process may result in short listing the bidders.

3.20 Conflict of Interest

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NHA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise.
2. NHA requires that the agency provides professional, objective, and impartial services and at all times hold the NHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.

3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
   a. The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
   b. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
   c. Such Bidder has a relationship with another Bidder, directly or
   d. through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
   e. There is a conflict among this and other assignments of the
   f. Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
   g. A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.
5. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the NHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The NHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

4 Bid Process

4.1 Pre-Bid Queries

Any clarification regarding the RFP can be submitted to NHA as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure I of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by NHA. Further, NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

4.2 Pre-Bid Meeting

NHA will organize a pre-bid meeting with the prospective bidders as per details provided in the Fact Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid conference as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

4.3 Responses to Pre-Bid Queries and Issue of Corrigendum

1. NHA will endeavor to provide timely response to all the queries. However, NHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, NHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document. Any modifications of this RFP, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by NHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website or emailed to respective bidders.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NHA may, at its discretion, extend the last date for the receipt of RFP Proposals.

4.4 Bid Submission Format

1. A two stage bid system will be followed for this RFP with quality and Least Cost System (L1) criterion. The two bids to be submitted by bidders on CPPP are –
   a. Pre-Qualification/Technical Bid and
   b. Commercial Bid.
2. The bids are to submitted electronically on CPPP on or before the last date of proposal submission
3. The bid response of the lead bidder as well as partner to be submitted as a single bid and to be uploaded on CPPP against this RFP.
4. This RFP process will be administered through the CPP portal. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll on the e-procurement module of the CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- https://eprocure.gov.in/cppp/) for

understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.

5. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.
6. The Proposal is to submitted in four covers as mentioned below-

SNo.	Bid covers	Bid submission
1.	**EMD (Fee)**	To be uploaded on CPPP and original to be submitted at NHA.
2.	**Pre-qualification/technical bid**	To be uploaded on CPPP
3.	**Commercial bid**	To be uploaded on CPPP

7. The contents of the bids should be as under

SNo.	Document Name	Contents
1.	**EMD**	• Scan copy of EMD • Original EMD to be submitted in a sealed cover at NHA office.
2.	**Pre-qualification Bid**	• Pre-Qualification Proposal as per section 5.2.1 along with the specified documents/Forms at Annexure II. • Checklist of all documents submitted • Signed Integrity Pact (Refer Annexure V) • Power of attorney/Board Resolution (as per section 3.8)
3.	**Commercial bid**	• Commercial Proposal as per the required supporting documents/forms specified at Annexure III. • Check list of all documents submitted

8. The response to pre-qualification/technical bid and commercial bid (as mentioned in the previous paragraph) should be placed in separate folders on the CPP as per the instructions. Acceptable formats are
9. As part of the bid, bidder should provide one (1) copy of the Pre-qualification/Technical bid in soft copy (both bids in MS word format and pdf format). In case of any discrepancy, the pdf version shall prevail over the MS word version (The soft copies to be uploaded in *.rar extension files on CPP portal)
10. Please note that prices must not be indicated in the pre-qualification/technical bid and must only be indicated in the commercial bid.
11. The pre-qualification/technical bid and commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.
12. Original EMD is required to be submitted manually at NHA's office in a sealed cover and a scan copy of EMD needs to be uploaded on CPPP by the bidders. While submitting the original EMD, the EMD should be placed in a sealed cover and EMD envelope be super scribed as "EARNEST MONEY DEPOSIT (EMD) FOR RFP # <……> DATED <….>"- along with bidders name mentioned on the cover. Original EMD must be submitted on or before the last date of submission at the following address-

General Manager (Administration)
National Health Authority
9th Floor, Tower-I, Jeevan Bharti Building
Connaught Place
New Delhi – 110001

13. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
14. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
15. Each document submitted by the bidder in pre-qualification/technical and commercial proposals must be duly signed by the authorized signatory as per section 3.8.

4.5 Selection of Bidders

4.5.1 Opening of Proposals

The Proposals will be opened by NHA in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal. There will be 2 bid-opening events-

1. Pre-Qualification/Technical Proposal opening
2. Commercial Proposal opening

The venue, date and time for opening the Pre-qualification/ Technical Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Commercial proposals of only those bidders who qualifies the pre-qualification/technical evaluation shall be opened.

4.5.2 Preliminary Examination of Proposals

NHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the NHA and shall not be included for further consideration.

Initial proposal scrutiny will be held and the proposals will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFP document;
2. Received without the Letter of Authorization/Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFP;
6. Non-compliant to any of the clauses mentioned in this RFP;
7. Lesser validity period than that prescribed in this RFP

4.5.3 Clarification on Proposals

During the RFP evaluation, NHA may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

5 Evaluation Process and Criteria

5.1 Evaluation Process

5.1.1 Stage 1: Pre-Qualification

1. NHA shall open "Pre-Qualification Proposal" on CPPP in the presence of the bidder's representatives. The Pre-Qualification/technical proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification condition mentioned in Section 5.2.1 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II). A checklist has to be created with proper page-wise indexing of all supporting documents

5.1.2 Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the following criteria. A Bidder is expected to comply with each of the clauses of the Pre-Qualification/Technical criteria to be eligible to be considered for Commercial Evaluation. Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid.

SNo.	Eligibility Criteria	Documents Required
1.	Bidder should be - 1. A company incorporated under the Companies Act, 2013 or any other previous company law as per section 2 (20) of the Companies Act 2013 or a partnership firm registered under the Indian partnership act, 1936 or the Limited Liability Partnerships Act, 2008. 2. Registered with the GST Authorities 3. Agency should have a valid PAN number	1. Certificate of Incorporation (copy); 2. GST Registration certificate issued by GSTN authorities (copy) 3. PAN Card (copy)
2.	The Bidder should have been CERT-In empaneled at-least for the last 3 years (2017-18 ,2018-19 and 2019-20)	CERT-In empanelment letter for the last 3 years (2017-18, 2018-19, and 2019-20)
3.	The bidder should have a positive net worth, in each of the last 3 financial years (2016-17, 2017-18 and 2018-19)	Audited financial statements for the three financial years OR Statutory auditor's certificate specifying the profitability for the specified years.
4.	The bidder should have minimum annual turnover of ₹ 1.50 crores from IT security services in each of the last 3 financial years (2016-17, 2017-18 and 2018-19)	Audited financial statements for the three financial years OR Statutory auditor's certificate specifying the profitability for the specified years.
5.	The Bidder should be a profitable organization during the last 3 financial years (2016-17, 2017-18 and 2018-19).	Audited financial statements for the three financial years OR

SNo.	Eligibility Criteria	Documents Required
	The profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.	Statutory auditor's certificate specifying the profitability for the specified years.
6.	As on date of submission of the proposal, the bidder should not be involved in any conflict of interest.	Certificate as per Annexure-II
7.	The Bidder must have at least 10 full time technically qualified personnel on its rolls in the area of Information security including Application security assessment & Penetration Testing.	Certificate from the HR or from the company's Authorised Signatory on number of full time technically qualified personnel on its rolls in these areas

5.1.3 Stage 2: Commercial Evaluation

1. The Commercial Bids of only the pre-qualification qualified bidders may be opened by the RFP EC (RFP Evaluation Committee) for evaluation in the presence of the bidder's representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only fixed price commercial bids will be considered.
5. The bid prices will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.
6. If there are any calculation errors or typo mistakes in the commercial proposal then the bid may be liable for rejection.
7. If there is a discrepancy between words and figures, the amount in words will prevail.

5.2 Evaluation Criteria

1. NHA shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of NHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NHA.
2. NHA may ask for meetings with the Bidders to seek clarifications or conformations on their proposals.
3. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals.
4. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. NHA may constitute an RFP Evaluation Committee (RFP EC) to evaluate the Proposals of the bidders.
5. The RFP EC constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification/Technical Evaluation criteria and Commercial Evaluation and the requisite support must be provided by the Bidder.
6. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification/Technical and commercial bids and the requisite support must be provided by the Bidder.
7. The evaluation criteria are as follows-

5.2.1 Commercial Evaluation Criteria

1. Bidder's needs to provide their commercial bid as per the format provided in the RFP (refer Annexure III).
2. The bidders are required to quote per unit rate (as anticipated by the bidder) as per the table indicated in Annexure III and the total cost. The final selection shall be done on the basis of total cost quoted by the bidder. (Refer Annexure III)
3. The unit rate shall subsume all applicable costs and taxes, excluding GST. GST shall be paid by NHA.
4. In case only one bidder qualifies after the pre-qualification/technical evaluation, NHA will have right to select the single qualified bidder or cancel the RFP.
5. The bidder with lowest qualifying financial bid (L1) i.e. lowest total cost (of all states/ UT's) will be placed at L1 and next higher price shall be placed at L2 and so on. It is clarified that L1 bidder shall be the one whose grand total cost i.e. sum of (all unit rates x Estimated volume) is lowest, post evaluation of commercial proposals of bidders by NHA. This would include but not limited to evaluations as referenced in Section 8.3, Annexure-III.
6. The L1 bidder shall be the successful bidder under this RFP.

6 Award of Contract

6.1 Award Criteria

1. NHA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above (in section 6 of this RFP).
2. In case after selection L1 bidder withdraws before signing the contract with NHA then- L2 bidder will be offered to match the L1 price (discovered price) and execute the contract. In case L2 refuses the offer then L3 bidder will be offered to match the L1 price (discovered price) and so on.

6.2 Letter of Award

1. Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email through a letter of award. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid.
2. The letter of award will constitute the formation of the contract. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.

6.3 Performance Guarantee

1. The NHA will require the selected bidder to provide a Performance Bank Guarantee/Performance security (PBG), within 7 days from the Notification of award, for a value equivalent to 10% of the total cost of project.
2. The Performance Guarantee shall be kept valid by the bidder till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
3. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NHA at its discretion may cancel the order placed on the selected bidder without giving any notice.
4. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. The performance guarantee/security may either be submitted as per format indicated in Annexure IV of this RFP or through an account payee demand draft.

6.4 Contract Signing

1. Within 7 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of intent and shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP.
2. Within 7 days of the notification of award, the successful bidder shall execute the Services Agreement/contract.
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the NHA in its sole discretion), the NHA shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.

4. The successful bidder is expected to commence its service within 7 days from its acceptance to notification of award of contract by NHA.

6.5 Failure to Agree with the Terms and Conditions of the RFP

1. Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the NHA shall invoke the PBG of the most responsive bidder.
2. Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid.
3. The letter of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, NHA will notify each unsuccessful bidder and return their EMD.

7 Payment Terms

1. The payments shall be made to the selected agency based on the amount specified by the bidder in their commercial proposals (Annexure III, section 8.3.2). The payments shall be made to the selected bidder on the following basis-
2. Rates entered into commercial rate page (refer section 8.3.2, Annexure III) and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.
3. Agency will execute the work as per Tender document with schedule of rates specified in their commercial proposal. No extra payment will be entertained.
4. The payments shall be made to the agency subject to service levels/ penalties described in this section 7 of this RFP. The payments shall be made on monthly basis as per the submission of invoice and work completion report including the quantity of work performed as per the commercial format.
5. The total cost, quoted in commercial bid, shall include all kinds of costs/taxes except GST.
6. Cost of travels (if any) is required to be borne by the agency itself. The bidders are required to quote an all-inclusive rate in the commercial proposals.
7. Only GST (goods and services tax) shall be paid by the NHA as part of tax payments.

7.1 Service Levels and Penalties

The payments to the agency shall be subject to the fulfillment of the following service levels –

SNo.	Service Level	Baseline Matrix	Breach	Penalty
1.	Initial Assessment Report once request is received from NHA team	< 3 days	>3 days	0.5% for each week of delay of monthly invoice
2.	Revalidation Report once request is received from NHA	< 2days	>2days	0.5% for each week of delay of monthly invoice
3.	Any critical observation missed (Applicable for entire scope of work) by the selected bidder & identified through a third party engaged by NHA	NA	NA	5% of monthly invoice

Note: The SLAs shall be applicable if the selected bidder is held responsible for the miss and there is no external dependency.

The total liquidated damages shall be capped at 10% of Total Contract Value.

8 Annexure

8.1 Annexure I – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sheet 1 – Bidders Information

Information Sought	Details provided by the bidder
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Note: Please paste the table above in email body as well

Sheet 2 - Clarification Requested/ Format for pre-bid query submission

SNo.	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder

- Page Number – Page Number of this RFP as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.
- Section No. – Example – '8' and not 'Section 8'
- Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Note:

- The queries are to be submitted in the format provided above only and as per schedule (refer-fact sheet) only. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the NHA shall not be responsible for the same and such queries may be discarded from providing any response.
- The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
- The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
- Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to NHA.

8.2 Annexure II – Pre-Qualification Proposal Format

8.2.1 Response to Pre-Qualification Criteria

Bidders are required to submit their compliances to the pre-qualification criteria, along with documents required, as stated in section 5.2.1 of this RFP as per below –

S No.	Eligibility Criteria	Documents Required	Compliance (YES/ NO)	Page No. in the Proposal
1.	Bidder should be - 1. A company incorporated under the Companies Act, 2013 or any other previous company law as per section 2 (20) of the Companies Act 2013 or a partnership firm registered under the Indian partnership act, 1936 or the Limited Liability Partnerships Act, 2008. 2. Registered with the GST Authorities 3. Agency should have a valid PAN number	1. Certificate of Incorporation (copy); 2. GST Registration certificate issued by GSTN authorities (copy) 3. PAN Card (copy)		
2.	The Bidder should have been CERT-In empaneled at-least for the last 3 years (2017-18, 2018-19 and 2019-20)	CERT-In empanelment letter for the last 3 years (2017-18, 2018-19 and 2019-20)		
3.	The Bidder should be a profitable organization during the last 3 financial years (2016-17, 2017-18 and 2018-19). The profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.	Audited financial statements for the three financial years OR Statutory auditor's certificate specifying the profitability for the specified years.		
4.	As on date of submission of the proposal, the bidder should not be involved in any conflict of interest.	Certificate as per Annexure-II		
5.	The Bidder must have at least 10 full time technically qualified personnel on its rolls in the area of Information security including Application security assessment & Penetration Testing.	Certificate from the HR or from the company's Authorised Signatory on number of full time technically qualified personnel on its rolls in these areas		

8.2.2 Format - Bank Guarantee Earnest Money Deposit

Bidders are required to submit bid security/ EMD as mentioned in Section 3.4 of this RFP in the below format. To be stamped in accordance with Stamp Act. The non-judicial stamp paper should be in the name of issuing Bank

Ref……. Bank Guarantee No. …….

Date…….
To,
General Manager (Administration)
National Health Authority
9th Floor, Tower-I, Jeevan Bharti Building,
Connaught Place,
New Delhi – 110001

Dear Sir/s,

1. In accordance with Invitation to Bid under your Specification No……. M/s ……. having its Registered/Head Office at…… (hereinafter called the 'Service Provider') wish to participate in the said Bid or……. and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of…… valid up to …… on behalf of Service Provider in lieu of the Bid deposit required to be made by the Service Provider, as a condition precedent for participation in the said Bid.
2. We, the ……. Bank at …… (local address) having our Head office at ……. guarantee and undertake to pay immediately on demand by National Health Authority (NHA), the amount of …… (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Service Provider.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
    a. Our liability under this guarantee is restricted to ₹. ……. (in words & figures).
    b. This Bank Guarantee will be valid up to …….; and
    c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before …….

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this……. day of…….2020…….at……
WITNESS

…….	…….
(Signature)	(Signature)
…….	…….
(Name)	(Name)
……	……
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No. ……..
Dated ……

8.2.3 Format - Undertaking (No Conflict Of Interest)

The certificate below is to be provided by the bidder on the bidder letterhead.

Certificate for Undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of NHA regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.

_____

(Signature of the Authorized signatory of the Bidder)

_____

(Name, Designation, Seal, Date, Place, Business Address)

8.3 Annexure III - Commercial Proposal Format

8.3.1 Proposal Cover Letter

(To be submitted on the Letter head of the Bidder)
(Location, Date)

To,
General Manager (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Ref: Submission of Commercial proposal for Request for Proposal (RFP) Notification No._____ dated_____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. _____ dated _____ for NHA, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to NHA in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our commercial Bid.
4. We agree to abide by this RFP, consisting of this letter, commercial bid and all requisite supporting documents, for a period of 3 years from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
6. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its amendments.
9. We understand that NHA is not bound to accept any bid received in response to this RFP.
10. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
11. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.

12. The commercial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'Service levels' defined in this RFP.
13. We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.
14. We also understand that in case of deficiencies in our services as per the requirement of RFP, NHA reserves the right to allocate our volume of work, in full or in part, to other Service Provider for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory [In full as well as initials]: ……

Name and Title of Signatory: ……

Name of Firm: ……

Address: ……

8.3.2 Commercial Bid Format

Bidders are required to provide an all-inclusive total cost of contract as envisaged by them as per the table indicated below-

15. The rates quoted must be inclusive of the following:
    a. Cost for all the activities as mentioned in the RFP document and
    b. No extra item will be considered for payment.
    c. Any other cost direct or hidden, not mentioned above.
    d. All taxes and levies etc. applicable during currency of contract excluding GST.
    e. GST shall be paid by NHA.

SNo.	Service Name	Unit	Cost per Unit	Estimated Volume	Total Cost (in INR)	Total Cost (in words)
			(a)	(b)	(c) = (a) x (b)	
1	API Security	Per API		500	1	
2	Web or Mobile Application Security Assessment	Website with Static pages only		20	2a.	
		Application with Dynamic Pages Range – 0 to 20 pages		10	2b.	
		Application with Dynamic Pages Range – 21 to 50 pages		10	2c.	
		Application with Dynamic Pages Range – 51 to 100 pages		10	2d.	
		Application with Dynamic Pages Range – 100 to 250 pages		10	2e.	
		Application with Dynamic Pages Range – >250 pages		10	2f.	
3	Source Code Review LoC (Lines of Code)	Up to 2,00,000 LoC		30	3a.	
		from 2,00,001 to 5,00,000 LoC		20	3b.	
		more than 5,00,001 LoC		10	3c.	
4	AUA AUDIT			1	4	
TOTAL COST						

Total cost for L1 Calculation = 1 + 2a. + 2b. + 2c. + 2d. + 2e. + 2f. + 3a. + 3b. + 3c. + 4

Note: Estimated volume is for the purpose of purpose of selection of L1 only. Actual volumes may differ from the estimated volume.

8.4 Annexure IV - Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref……. Bank Guarantee No……..... Date…….

To

General Manager (Administration)
National Health Authority
9th Floor, Tower-I, Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Dear Sir,

1. In consideration of the National Health Authority, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……. with its Registered/Head office at …… (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No……. dated ……. and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No……. dated……valued at……for…… (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. …….. (in words & figures).
2. We…… (Name & Address of Bank Branch) having its Head office at ……. (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the NHA and the Service Provider or any dispute pending before
3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.
4. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the Service Provider or any other course or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with

reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

5. The Bank also agrees that the NHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and not withstanding any security or other guarantee the NHA may have in relation to the Service Provider's liabilities.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
7. Notwithstanding anything contained hereinabove:
   a. Our liability under this guarantee is restricted to ₹. ……. (in words & figures).
   b. This Bank Guarantee will be valid up to …….; and
   c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ……..

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this……. day of…….2020 at……

WITNESS

……..	……..
(Signature)	(Signature)
……..	……..
(Name)	(Name)
……..	……..
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No……. Dated……

8.5 Annexure V - Integrity Pact

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20___, between, on one hand, the President of India acting through Chief Executive Officer, National Health Authority, Government of India (hereinafter called the "The Principal"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the "Bidder/Contractor", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The principal intends to award, under laid down organizational procedures, contract to engage the CERT-In empanelled agency for security assessment. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
    a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
    b. The Principal will during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
    a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is

not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
f. Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 of Annexure V, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3 of Annexure V, or if the Principal is entitled to terminate the contract according to Section3 of Annexure V, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/ Contractors/ Sub¬Contractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Sub-contractors(s)

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, NHA.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, NHA and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, NHA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, NHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, NHA has not, within the reasonable time taken visible action to proceed

against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CEO, NHA.

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity pact and its annexure, the clause of the Integrity pact will prevail.

_____	_____
(For & on behalf of the Principal)	(For & on behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place _____	
Date _____	
Witness 1:	
(Name & Address)	
Witness 2:	
(Name & Address)	

8.6 Annexure VI - Non-Disclosure Agreement (NDA)

8.6.1 NDA with Service Provider/ Organization Level

Non-Disclosure Agreement

(To be executed on ₹ 100 stamp paper)

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.
BETWEEN

---------- having its office at ---------- - ---------- India hereinafter referred to as 'Purchaser' or 'NHA' or 'Disclosing Party', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as 'the Service Provider/Receiving Party' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. Purchaser is desirous to implement the project of ----------.
2. The Purchaser and SERVICE PROVIDER have entered into an agreement in furtherance of the Project dated _____.
3. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

1. **Definitions**
   Terms and expressions used in the Agreement (including the Introduction) shall have the same meanings set out in Agreement read with RFP.
2. **Interpretation**
   In the Agreement, unless otherwise specified:
   a. references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to the Agreement;
   b. use of any gender includes the other genders;
   c. references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

d. references to a 'person' shall be construed so as to include any individual, firm, company, government, state or Service Provider of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
g. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;
h. references to times are to Indian standard time;
i. a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.

3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

4. Ambiguities within Agreement

In case of ambiguities or discrepancies within the Agreement, the following principles shall apply:

a. As between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
b. As between the provisions of the Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
c. As between any value written in numerals and that in words, the value in words shall of agreements
d. The Parties hereby expressly agree that for the purpose of giving full and proper effect to the Agreement, the Agreement and the Agreement shall be read together and construed harmoniously. In the event of any conflict between the Agreement and the Agreement, the provisions contained in the Agreement shall prevail over the Agreement.

5. Term

This Agreement will remain in effect for perpetuity from the date of execution of the Agreement and/or Agreement ("Term").

6. Scope of the agreement

a. This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications as specified in the RFP and such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
b. Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

7. Obligations of the receiving party

The Receiving Party shall:

a. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and
b. grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.
c. cause its employees to comply with the provisions of the Agreement and get an individual undertaking signed from its employees and/or associates as placed at Annexure VI and such employees and/or associates shall be instructed, directed and guided by Service Provider to deal with Confidential Information in the same manner as stated in this Non- Disclosure Agreement and RFP. Service Provider shall promptly provide copies of such Individual Undertakings to Purchaser as and when demanded;
d. prevent disclosure of Confidential Information to third parties;
e. disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:
f. advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
g. upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.
h. not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
i. exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
j. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

8. Exceptions to confidential information

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

a. was independently developed by or for the Receiving Party without reference to the Information provided by Disclosing Party.
b. has become generally available in public domain without breach of confidentiality obligations of the Receiving Party; or
c. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

9. Ownership of the confidential information

a. Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use

of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

b. By disclosing the Confidential Information or executing the Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
c. Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of the Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under the Agreement.
d. Execution of the Agreement and the disclosure of Confidential Information pursuant to the Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

10. Dispute resolution

a. If a dispute arises in relation to the conduct of the Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
b. A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
c. During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed as mutually decided between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at New Delhi.
d. The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes.
e. The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of the Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. Variation

This Agreement may only be varied/amended in writing and signed by both Parties.

12. Waiver

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 the Agreement: -

a. shall be in writing
b. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;
c. shall be executed by a duly authorized representative of the Party; and
d. shall not affect the validity or enforceability of the Agreement in any manner.

13. Exclusion of Implied Warranties

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.

14. Entire agreement

This Agreement and the Annexure 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 the Agreement are abrogated and withdrawn.

15. Severability

If for any reason whatever, any provision of the 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 shall 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 the Agreement or otherwise.

16. No partnership

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

17. Third parties

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

18. Successors and assigns

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

19. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by the Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <***>

Tel:
Fax:
Email:
Contact:
With a copy to:
If to the SERVICE PROVIDER:
Attn. <***>
Phone: <***>
Fax No. <***>

20. Language

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

21. Counterparts

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

22. Mitigation

Without prejudice to any express provisions of the Agreement on any mitigation obligations of the Parties, each of the Purchaser and the SERVICE PROVIDER shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the Agreement .

23. Removal of difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under the Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the SERVICE PROVIDER by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Purchaser by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.
2.

8.6.2 Individual Confidentiality Undertaking

I, [Insert Name], the undersigned, having [Insert Staff Number] acknowledge that as an employee/ staff of _____, I will be working as a team member of the _____ project team which is providing, or shall provide (as applicable), certain [Insert services to be provided] ("Services") to National Health Authority("[NHA]").

I confirm that I have fully read and understood all the terms and conditions of the Non-Disclosure Agreement and Agreement dated [_____] ("Agreement") executed between _____ and NHA in particular to the contents below. With effect from [Insert the effective date of the NDA], 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 and/or RFP.

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

1. Save as required by law or professional regulation (in which case I will immediately inform the _____ to the extent not prohibited by law or regulation), I will 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 of _____ or other associated organizations and/or subsidiaries, other than those who need to access such information on a strict need to know basis.
2. If approached by any third party or 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 will immediately inform the Project Manager and will not disclose any such information without his/ her written consent.
3. I will not remove or destroy any documents, data, files or working papers in whatsoever form (including and not restricted to any in electronic form) in respect of the Services, without the written consent of Project Manager.
4. I will not divulge or make known to any other person, either the password or the unique security password that is assigned to me
5. I will not leave my computer/laptop unattended while still connected in a remote session.

6. I will not discuss any information, status or condition of any NHA / PMJAY/ NDHM related information with anyone, including another employee or staff of NHA, in a place or in a manner which may compromise the confidential nature of the information being provided from the NHA.
7. I understand that I am liable to be prosecuted if I publish anything without any official sanction any information that I may have acquired in the course of my tenure of an official appointment or retain without any official sanction any data, sketch, plan, model, article or official documents etc. which are not needed as part of my official duties.
8. In the event that I leave the employment of _____ or my association with _____gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party.

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 _____.

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 _____.

By my signature below, I acknowledge (i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfill the same.

Signature: _____

Name (in block letters):_____

Telephone #: _____ Date:_____

8.7 Annexure VII: Current Infrastructure and Volumetric Details

Infrastructure		Details		
No. of Servers		~450		
Software Applications		~30		
No. of reusable APIs		~250		
Data Centre		• Primary Data Centre at Tata Communications Limited (TCL), 4th Floor, Next Gen Tower, New IDC Building, Ho Chi Minh in case of multi-site operations, Marg, Opp. Savitri Cinema, New Delhi, Delhi-110048 • Disaster Recovery (DR) at Tata Communications Limited, LVSB, Prabhadevi, K.D. Marg, Opposite Kirti college, Dadar – West, Mumbai–400028 • Primary Data Centre at National Informatics Centre Services, Inc, 564 IT Park Road, Metro Vihar, Shastri Park, Jagjit Nagar, New Delhi, Delhi 110053		
IAAS	Windows OS	**vCPU**	**RAM (in GB)**	**Storage (in GB)**
		2	4	80
		2	8	80
		2	16	80
		4	8	80
		4	16	80
		4	16	500
		6	12	500
		6	64	1024
		8	16	80
		8	32	500
		8	32	1024
		8	64	200
		8	64	1024
		12	64	500
		12	64	1024
		16	64	250
		32	128	1024
		128	256	1024
	Linux OS	2	4	80
		2	8	80
		2	16	80
		4	8	80
		4	16	80
		4	16	500
		6	12	500
		6	64	1024
		8	16	80
		8	32	500
		8	32	1024
		8	64	200

Infrastructure		Details		
		8	64	1024
		12	64	500
		12	64	1024
		16	64	250
		32	128	1024
		128	256	1024
Bandwidth Category		**Bandwidth**		
Internet		100 Mbps burstable up to 150 Mbps		
Internet		150 Mbps burstable up to 300 Mbps		
Internet		300 Mbps burstable up to 500 Mbps		
Internet		500 Mbps burstable up to 1 Gbps		
Internet		1 Gbps (Internet)		
Internet		2 Gbps (Internet)		
Replication		10 Mbps		
Replication		20 Mbps		
Replication		50 Mbps		
Replication		100 Mbps		
Replication		200 Mbps		
Replication		300 Mbps		
Replication		500 Mbps		
Replication		1 Gbps		
Package Name		**Storage**		
Object Storage		1 TB		
Disk Storage		50 GB, 121 to 400 IOPS		
Disk Storage		500 GB, 401 to 800 IOPS		
Disk Storage		1000 GB, 1201 to 2000 IOPS		
SDD Storage		200 GB, 401 to 800 IOPS		
SDD Storage		500 GB, 1201 to 2000 IOPS		
S/W Licenses		**No. of License (per socket/per vCPU)**		
Apache		25		
Liferay		25		
Jboss EAP		25		
OpenLDAP		25		
OpenAM		25		
PostgreSQL		25		
Tomcat		25		
Red Hat 3 Scale		10		
Gateways		SMS Gateway		
		E-Mail Gateway		
		HSM		
Firewall and Load Balancer		**Description**	**Throughput**	
		H/W Load Balancer	25 Mbps	
		H/W Load Balancer	50 Mbps	
		H/W Load Balancer	100 Mbps	
		H/W Load Balancer	200 Mbps	

Infrastructure	Details	
	H/W Load Balancer	300 Mbps
	H/W Load Balancer	500 Mbps
	H/W Load Balancer	1 Gbps
	H/W Load Balancer	2 Gbps
	Firewall	10 Mbps
	Firewall	25 Mbps
	Firewall	50 Mbps
	Firewall	100 Mbps
	Firewall	200 Mbps
	Firewall	300 Mbps
	Firewall	500 Mbps
	Firewall	1 Gbps
	Firewall	2 Gbps
Other Services	**Description**	**Indicative Quantity**
	SSL certificate (wild card covering domain and sub-domains)	25
	Public IP	25
	VPN	500

Current Volumetric

1. The following volumetric pertains to the PM-JAY IT 1.0 system volumes, as of July, 2020 and bidders may make their own assumptions and projections.
2. The volumes are scalable (user base and transactions) and extendable as per the on-going implementation of the scheme.
3. Bidders to consider 15% growth rate year-on-year across all volumes of all components. However, it shall be the responsibility of the bidder to ensure managing further enhancements in transactions, if any.

Metric		Value
Maximum number of registrations in one day		29,237
Maximum number of successful Pre Auth in one day		26,595
Maximum number of discharges in one day		22,262
Maximum number of claims submitted in one day		24,523
Maximum number of claims approved in one day		25,336
Maximum number of claims paid in one day		1,55,960
Number of registered hospitals		22,886
Number of submitted applications of hospitals		1,537
Number of applications rejected of hospitals		2,620
Number of application due for validation of hospitals		681
Maximum number of cards generated in one day		4,70,024
Total number of users (PMAM) in hospitals		20,265
Total number of users (PMAM+ISA+SHA+E-GRAM+PMAM-KERALA)		42,834
Total users including CSC		1,50,036
BIS Application	Number of e-cards per day	5,00,000

Metric		Value
	Number of PMAM	50,000
	Number of CSC	2,50,000
	Number of SHA, ISA users	1,000
HEM Application	Number of Hospitals	30,000
TMS Application	Number of Doctors	1,00,000
	Number of Medco	50,000
	Number of PMAM	50,000
	Number of SHA, ISA users	1000
	Number of TPA/Insurance users	700
PMJAY Portal	Number of visitors (since September 2018)	50,71,647
MERA Application	Number of logins per day	25,000
	Number of users	1,73,68,210
Mobile App	Number of installations	10,20,000
Call Disposition Tool (CDT)	Average number of incoming calls	10,316
	Average number of outgoing calls	27,464
	Number of peak incoming calls per day	1,09,628
	Number of peak outgoing calls per day	78,169
	Total no. of calls answered by call center	63,67,744
	Number of call center users (peak)	698
Grievance Redressal Management System (GRMS)	Number of grievance tickets/day	45
	Total grievance registered (July 2020)	29,000
	Total grievance resolved	27,567
	Pending grievance	1,452
Learning Management System	Medco Users	45,000
	Hospitals Users	21,788
	Doctors Users	1,00,000
	PMAM Users	45,000
	NHA Users	200
	SHA Users	200
	ISA Users	255
	Insurance and TPA Users	700
	Call Center Agents	600
	Helpdesk Users	20
	INSIGHTS Users	130

Application Name	No. of records/ module	Avg. No. of records created / day	Data size for each transaction
TMS	63,23,903	13,200	20 kb
HEM	1,12,193	60	5kb
CGRMS	28,982	35	510 bytes
BIS	8,45,47,334	1,27,330	23KB - 60KB

Application Name	Unstructured Data	Total DB Size	Remarks
TMS	17TB	498 GB	Structured data
HEM	193GB	5.3 GB	Structured data
CGRMS	16GB	0.27 GB	Structured data

Metric			Value
BIS	- -	24,180 GB	Structured data + Unstructured data
Call center software	- -	6 GB	Structured data

Other Key Volumetric

Applications / Modules	Components	Operating System	Production - DC				Other Environments (Staging, Dev, Test)			
			# of VMs	Virtual Cores	Memory (in GB)	Storage Utilization (in GB)	# of VMs	Cores	Memory (in GB)	Storage Utilization (in GB)
PM-JAY Website	Web server	RHEL 7.7	1	16	32	100	Not available			
	Database	RHEL 7.7	1	8	32	200				
NDWH	Database	RHEL 7.4	2	24	192	610000	Not available			
API Dashboard	Web server	RHEL 7.7	2	16	24	500	1	8	24	250
	Database	RHEL 7.7	2	16	64	1000	1	8	32	500
Ticketing Tool	Web +DB (same server)	CentOS 7.6	1	16	64	2000	1	8	32	1000
Hospital Dashboard	Web server	RHEL 7.7	1	16	32	100	Not available			
	Database	RHEL 7.7	1	16	32	500				
Impact	Web server	RHEL 7.6	2	8	16	160	Not available			
	Database	RHEL 7.6	2	8	32	400				
API Gateway	Web+DB	RHEL 7.4, 7.6,7.7	23	84	752	10250	3 (Staging)+ 8 (Test)	12 (Staging) 32 (Test)	128 (staging) 192 (Test)	600 (Staging) 1234 (Test)
DWH API	Web server	RHEL 7.4	1	8	16	80	2 (Test)	6	16	144
	Database	RHEL 7.4	2	36	128	2048	1 (Test)	8	64	97
MERA	Web Server	CentOS 7.5	17	108	248	7950	5 (Staging)+ 5 (Test)	64 (staging) 28(Test)	128 (Staging) 64(Test)	2500 (staging) 3800(Test)
	Database	CentOS 7.5	2	16	32	1700	Not available			
Mobile	Web server	RHEL 7.6	2	32	96	500	Not available			
	Database	RHEL 7.6	2	32	64	1000				
Help Desk	App Server	RHEL 7.4	1	2	8	200	Not available			
Call Centre/ CCDT	App Server	RHEL 7.4	2	8	32	200	Not available			
CGRMS	Web server	RHEL 7.6	2	8	32	200	Not available			
	Database	RHEL 7.6	2	8	32	1000				
`HEM	Web server	RHEL 7.4	2	32	64	200	1(staging)+ 1(Test)	16 (staging) 16 (Test)	32 (staging) 32(Test)	100 (staging) 100 (Test)
	Database	RHEL 7.4	2	16	128	200	1(staging)+	8 (staging)	64 (staging)	100 (staging)

Applications / Modules	Components	Operating System	Production - DC				Other Environments (Staging, Dev, Test)			
			# of VMs	Virtual Cores	Memory (in GB)	Storage Utilization (in GB)	# of VMs	Cores	Memory (in GB)	Storage Utilization (in GB)
							1(Test)	8 (Test)	64(Test)	100(Test)
TMS	Web server	RHEL 7.4, 7.6	55	440	880	4620	22(Staging)	86	344	2147
	Database	RHEL 7.4, 7.6	36	456	2304	34972	19	152	608	4897
BIS	App Servers	29 VM=RHEL 7.8 3 VM=RHEL 7.1	32	376	1456G B	1713GB (per partition)	3	40	144GB	1145GB(/ Partition)
	Database Servers	28 VM= RHEL 7.1 1 VM = RHEL 7.3 9 VM=RHEL 7.7 11 VM =RHEL 7.8	49	1448	7895 GB	115 TB(Appr ox)	2	32	2 TB	128 GB