

## REQUEST FOR EXPRESSIONS OF INTEREST

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**Government of India  
New Delhi**

**Assignment Title: Empanelment of IT Services Firms for Customization, Implementation and Roll out of Co-WIN for countries**

**Reference No. S-12012/119/2021-NHA**

**New Delhi**

**July 1, 2019**

1. The roll out of Co-WIN application has been one of the key elements of the COVID-19 vaccination program in India. Co-Win or the Covid Vaccine Intelligence Network has been launched by the Ministry of Health and Family Welfare (MoHFW) along with Ministry of Electronics and Information Technology (MeitY).
2. Co-WIN is a cloud-based platform for the COVID-19 vaccination drive's planning, implementation, monitoring, and evaluation. It is an end to end solution that has utilities for the entire public health system relating to management of vaccination from national up to the vaccinator level. The Co-WIN system facilitates multiple role creations for orchestrating vaccination drive at various levels. It allows for creation of users (admins, supervisors, vaccinators), registration of beneficiaries (bulk upload and individual registration), facilities/planning unit and session sites followed by planning and scheduling sessions and management of vaccination process including issuance of digitally signed certificates.
3. Government of India has decided to make the Co-WIN platform available to any country / countries desirous to use this platform for managing vaccination in their country as per the agreed terms and condition duly documented. There is no financial charge or license fee for using Co-WIN or its components. Details of the software and documentation in relation to Co-WIN is available on [www.cowin.gov.in](http://www.cowin.gov.in)
4. A virtual global conclave of representatives from health and technology domain from various countries will be held on July 5 where India will share details of Co-WIN. Various countries from across the world have already expressed interest in being a part of this conclave, and may possibly want to adopt this platform to manage their own vaccination drives.
5. Gol intends to empanel competent agencies who can provide technical support and training on Co-WIN who can be made available as possible options for the interested countries to choose as their System Integrator or Consultant.
6. Scope of work of empaneled agency:
  - a. Provide necessary support in rolling out the Co-WIN platform as required by the country

- b. Enter into direct contract with the country for customization and maintenance support of the Co-WIN platform for the interested country as mentioned
  - c. Undertake the necessary training and capacity building
  - d. Assist in their implementation and rollout leveraging India's experience in this area
  - e. Any other responsibilities or changes in scope as may be deemed necessary
7. Gol will make the following available to the empaneled agencies
- a. Complete technical documentation
  - b. Installable version of the software
  - c. Source Code
  - d. Two-week training on Co-WIN platform and its architecture
8. The empaneled agencies are not permitted to share or publish any of the above except to the authorised representatives of the countries which have signed MoU with Gol and also selected the particular agency as their SI or Consultant for this project
9. Gol now invites eligible firms to indicate their interest in providing the above Services. Interested agencies should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The agencies will be empaneled for a period of 2 years. **This empanelment is limited to NICSI empaneled TIER 1 Consulting and Technology agencies.**
10. Eligibility criteria for interested agencies with timeline

Criteria	Necessary proof
The organization must be incorporated in India	Copy of documents defining the constitution, legal status, place of registration and principal place of business of the Agency
Should be at least 10 year in business	Details about projects of similar nature completed or ongoing during the last 10 years and copies of work orders and completion certificates in support
Should have Turn Over of minimum Rs. 150 Crores or higher each from IT Business for the last three preceding years	Certified True Copy of Audited Balance Sheets or statutory auditor/ CA certificate and income tax returns for (i.e. F/Y 2018-19, 2019-20 & 2020-21).
Should have international presence in at least three countries	Details about projects of IT implementation and support completed or ongoing during the last 5 years and copies of work orders and completion

	certificates in support for projects undertaken in at least 3 other countries
At least three software implementation projects of value more than INR 10 cr should have been completed successfully in last 5 years.	Details about projects of similar nature completed or ongoing of value more than INR 10 cr during the last 5 years and copies of work orders and completion certificates in support
Should have at least 1000 permanent employees on rolls for at least one year, out of which at least 150 employees should have recognized B.Tech/B.E./M.C.A/M.Sc. degrees, in the areas of Computers/IT/Electronics.	Details of employees available with the Agency specifying their educational qualification and work experience shall be submitted as per the criteria (Letter from HR)
Should have ISO 9000 and CMMi 3 Series certification	Copy of ISO 9000 and CMMi 3 Series certification

a. Empanelment process and timeline

- i. Interested agencies can visit Co-WIN portal ([www.cowin.gov.in](http://www.cowin.gov.in)) and express their interest in empanelment through “Contact Us” form or email at [partner@cowin.gov.in](mailto:partner@cowin.gov.in)
- ii. Documents for proof of eligibility will need to be submitted as the next step.
- iii. Information regarding the submission of documents will be shared with the interested agencies.

Activity	Timeline
Release of EoI	T0
Registration on “Contact Us” page on Co-WIN portal	T+5
Submission of proof of eligibility criteria (Link/Address for submission will be shared subsequently)	T+8
Screening of documents and approval	T+11
Training to approved agencies	T+15
Post training evaluation	T+18
Certificate issuance (after satisfactory performance)	T+20
Publishing of Empanelled Agency list on Co-WIN portal	T+21

11. Process of Empanelment

- a. The interests received will be screened and NHA may carry out verification of the information given by the interested agency’s / agencies’ experience in appropriate cases. The Service Providers are selected on the basis of their existing experience, manpower availability, technical competence, and experience.

- b. Once the service providers are selected NHA will provide training on the platform and its components. Once training is successfully completed; NHA will issue certificate of completion and will publish the agencies name under as the empanelled agency which any country can approach for customization of Co-WIN platform.
- 12. Once the MoU is signed between the Gol and interested country for platform sharing; if requested by this country NHA will forward the list of empanelled agencies. The countries may select an agency from the list as the system integrator or consultant as per their procurement procedure.
- 13. The agencies selected for empanelment will have to sign an agreement with NHA with the following terms and conditions.
- 14. Terms and Conditions of Empanelment
  - a. Relationship
    - i. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NHA” and the “empanelled agency”. No partnership shall be constituted between NHA and the empanelled agency by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power.
    - ii. Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.
  - b. No obligation: Empanelment with NHA does not guarantee that any or all of the interested agencies shall be awarded any project / assignment as a result of this empanelment.
  - c. Fraud and Corruption: The empanelled agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s).
  - d. Period of Empanelment: NHA shall empanel agencies for two years. The empanelment duration may be extended through mutual consent for a further period of one year based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NHA shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
  - e. Indemnity: The selected Agencies will indemnify NHA against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. NHA stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NHA also stand

indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

15. Termination / Withdrawal

- a. NHA reserves the right to withdraw/ terminate empanelment of Agency in any of following circumstances:
  - i. Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant" organization
  - ii. Information provided to NHA is found to be incorrect;
  - iii. Empanelment conditions are not met within the specified time period;
  - iv. Misleading claims about the empanelment status are made;
  - v. Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
- b. If the agency does not execute the contract to the satisfaction of the NHA then the NHA may invoke the following clause.
  - i. Terminate the contract without any liability of NHA towards the empanelled agency.

16. Disclaimer

- i. The evaluation shall be strictly based on the information and supporting documents provided by the interested agencies in the response submitted by them.
- ii. The responsibility for providing proper information and its supporting credentials as mentioned in eligibility criteria lies solely with interested agencies.
- iii. No contractual obligation whatsoever shall arise from this empanelment process.

17. Binding Clause

All decisions taken by the NHA regarding this empanelment shall be final and binding on all concerned parties.

18. Empanelled Agency's Obligations

- i. The Agency will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
- ii. The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NHA's interest.

19. Conflict of Interest

- i. The Agency shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Agency due to prior, current, or proposed contracts, engagements, or affiliations with NHA. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the interested Agencies to complete the requirements for the concerned work
- ii. The agency should not be involved in any way on those work assignments where there is any scope of conflict of business interest.

20. Non-Disclosure Agreement

The Agency will treat as confidential all data and information about the NHA and any other information/data etc. furnished/obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NHA. All agencies shortlisted for empanelment shall submit a Non-Disclosure Agreement to NHA, in the format provided in **Annexure 2**.

21. Intellectual Property Rights

The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep NHA indemnified under all circumstances against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services

22. Payment Process

- i. NHA will not be making any direct payment to the empanelled agencies.
- ii. The empanelled agencies can discuss and finalize the payment terms and conditions directly with the interested countries contacting them for support.

23. Force Majeure

If at any time, during the continuance of this empanelment, the performance in whole or in part by either party or any obligation under this empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/ chamber of commerce in the country of the party giving notice is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this empanelment, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and

deliveries under the empanelment shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### 24. Arbitration

- i. If a dispute arises out of or in connection with this empanelment, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation act 1996 as amended from time to time.
- ii. The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by both the parties. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- iii. The Authority to appoint the arbitrator(s) shall be the CEO of NHA which shall be binding on the agency in dispute.
- iv. The decision and award of the arbitrator so appointed shall be final and binding on both the parties.

#### 25. Applicable Law

This empanelment shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

#### 26. Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

**ANNEXURE - 1**

**DECLARATION (ON THE LETTER HEAD)**

1. I, \_\_\_\_\_ (Name & Designation) solemnly affirm on behalf of my company/ firm that the facts stated above about my company/ firm are correct and nothing has been concealed. If any information submitted above, is found to be false or fabricated, my company/ firm may be debarred from empanelment.
2. I permit NHA to inspect our records to ascertain the above facts.
3. I permit NHA to cross check the above facts from any other source.
4. I or my authorized representative, if required by NHA, would make a presentation before the duly constituted Committee at my own cost.
5. I will abide by the decision of NHA regarding empanelment.
6. I have read & understood the RFE and agree to all the terms & conditions stated therein.

Date:

SIGNATURE

Full name and designation:



## ANNEXURE – 2

**{The Non-Disclosure Agreement needs to be signed by a person duly authorized by the Agency. A copy of the authorization by the Agency (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement}**

### Non-Disclosure Agreement

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, National Health Authority (hereinafter called the “NHA”), on the one hand, and, on the other hand, [Name of the Agency] (hereinafter called the “Agency”) having its registered office at [Address ]

#### WHEREAS

1. the “NHA” has issued a notice inviting various agencies to empanel to support other interested countries in CoWIN implementation (hereinafter called the “Projects”)
2. the Agency, having represented its interest to the “NHA” in the empanelment process

The NHA and the Agency agree as follows:

1. In connection with the “Projects”, the NHA agrees to provide to the Agency a Detailed Information on the Project requirements that is considered confidential.
2. The Agency to whom this Information is disclosed shall:
  - a. hold such Information in confidence with the same degree of care with which the Agency protects its own confidential and proprietary information;
  - b. restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
  - c. except for the purpose of executing the Project, not disclose such Information or knowingly allow anyone else to disclose such Information; and
  - d. On completion of the project and in case unsuccessful, promptly return to the NHA, all Information in a tangible form or certify to the NHA that it has destroyed such Information.
3. The Agency shall have no obligation to preserve the confidential or proprietary nature of any Information which:
  - a. was previously known to the Agency free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Agency’s written records prepared prior to such disclosure; or
  - b. is or becomes publicly known through no wrongful act of the Agency; or
  - c. is independently developed by an employee, agent or contractor of the Agency not associated with the Project and who did not have any direct or indirect access to the information.

4. The Agreement shall apply to all Information relating to the Project disclosed by the NHA to the Agency under this Agreement.
5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Agency, in any of the Information.
6. This Agreement shall benefit and be binding upon the NHA and the Agency and their respective subsidiaries, affiliates, successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Agency

For and on behalf of NHA

(signature)\_\_\_\_\_

(signature)\_\_\_\_\_

(Name of the Authorized Signatory)

(Name of the Authorized Signatory)

Date

Date

Address

Address

Location

Location