

National Health Authority, Ministry of Health and Family Welfare

Government of India, New Delhi

ANNOUNCEMENT

Assignment Title: Certification of Firms for Customization, Implementation and Roll out under Co-WIN Global Outreach Program

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

Date: **August 10, 2021**

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 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 are available on www.cowin.gov.in.
4. GoI intends to certify competent agencies who can provide technical support and training on Co-WIN and be made available as possible options for the interested countries to choose as their System Integrator or Consultant. The countries may select an agency as per their procurement procedure.
5. Scope of work of certified agency:
 - a. Enter into direct contract with the country for customization and maintenance support of the Co-WIN platform for the interested country as per the prescribed process of the country concerned;
 - b. Provide necessary support in rolling out the Co-WIN platform as required by the country concerned;
 - c. Undertake the necessary training and capacity building;
 - d. Any other responsibilities or changes in scope as per the terms of reference laid out by the country concerned.
6. GoI will make the following available to agencies interested in certification:
 - a. Complete technical documentation
 - b. Training on Co-WIN platform and its architecture
 - c. Source Code (if engaged by any country)

7. The certified agencies are not permitted to share or publish any of the above except to the authorised representatives of the countries which have signed an MoU with Gol and also selected the particular agency as their SI or Consultant for this project.
8. Eligibility criteria for interested agencies:

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 5 continuous years in business	Details about projects of similar nature completed or ongoing during the last 5 years and copies of work orders and completion certificates in support
Should have average Turn Over of minimum INR 50 Crores or higher each from IT implementation for the last three preceding years	Certified True Copy of Audited Balance Sheets or statutory auditor/ CA certificate and income tax returns (acknowledgement snapshot) for (i.e. F/Y 2017-18, 2018-19 & 2019-20).
At least three software implementation projects should have been completed successfully in last 5 years.	Details about projects of similar nature completed or ongoing in the last 5 years and copies of work orders and completion certificates in support
Should have ISO 9000 and CMMi 3 Series certification	Copy of ISO 9000 and CMMi 3 Series certification

9. Process of Certification

- a. An interested agency can express their interest in certification by emailing at partner@cowin.gov.in and osd1.ceooffice@nha.gov.in.
- b. Documents for proof of eligibility will need to be submitted along with interest, along with the NDA attached as **Annexure 1**.
- c. Once the provided documents have been screened, interested agencies will undergo training on the platform and its components.
- d. Once training is completed, NHA will issue certificate of completion and will publish the agency's name on the Co-WIN portal.

10. Terms and Conditions of Certification

- a. No obligation: Certification with NHA does not guarantee that any or all of the interested agencies shall be awarded any project / assignment as a result of this certification.
- b. Fraud and Corruption: The certified agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s).
- c. Period of Certification: NHA shall certify the agency for a period of two years. The validity of the certification 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 certification at the same terms and conditions. NHA shall be free to curtail the certification at any time during the period of certification, without assigning any reason.

- d. Payment Process: NHA will have no role beyond facilitating the training to the agencies. The certified agencies can discuss and finalize the payment terms and conditions directly with the interested countries contacting them for support.
- e. No Publicity: Neither party shall use the other party's 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.

11. Disclaimer

- a. The evaluation shall be strictly based on the information and supporting documents provided by the interested agencies in the response submitted by them.
- b. The responsibility for providing proper information and its supporting credentials as mentioned in eligibility criteria lies solely with interested agencies.

12. Binding Clause

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

13. Certified Agency's Obligations

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

14. Conflict of Interest

- a. 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 work concerned.
- b. The agency should not be involved in any way on those work assignments where there is any scope of conflict of business interest.

Annexure - 1
Non-Disclosure Agreement

{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}

THIS AGREEMENT is made on the _____ day of _____, 2021 at _____, India.

BETWEEN

National Health Authority, having its office at 3rd, 7th & 9th Floor, Tower-L, Jeevan Bharati Building, Connaught Place, New Delhi, Delhi 110001, India (hereinafter referred to as '**Disclosing Party**' / '**NHA**', 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 '**Receiving Party**'/'**Agency**' 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. the "NHA" has published an Announcement inviting various agencies to undergo training on the Co-WIN platform under the Co-WIN Global Outreach Program.
2. the Agency, having represented its interest to the "NHA" in the certification process.
3. Whereas in pursuing the training (the "Training/Certification"), 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 Training/Certification 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 Announcement published on August 10, 2021 ('Announcement').

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 Receiving Party 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 re-enacted;
- (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. Term

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

4. 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 Announcement and such Information that may be disclosed to the Disclosing Party for and during the Training/Certification, 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.

5. Obligations of the receiving party

The Receiving Party shall:

- (a) use the Confidential Information only for the Training/Certification 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 Training/Certification.

(c) prevent disclosure of Confidential Information to third parties;

(d) 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 advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(e) 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.

(f) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

(g) 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.

(h) 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.

6. 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; or

(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.

7. 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.

(e) Indemnity: The Receiving Party will indemnify Disclosing Party 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.

8. Dispute resolution

Any dispute or difference whatsoever arising between the Parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute 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 New Delhi / Ministry of Law and Justice, Government of India. 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 Arbitration proceedings will be held at Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India / state jurisdiction of Delhi, India. Arbitration proceedings shall be conducting in English language only. This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and parties agree that the courts at New Delhi, India shall have exclusive jurisdiction over matters arising out of or relating to the Agreement.

9. Variation

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Counterparts

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

19. Mitigation

Without prejudice to any express provisions of the Agreement on any mitigation obligations of the Parties, each of the Disclosing Party and the Receiving Party 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.

20. 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 Receiving Party by:

For and on behalf of the NHA by:

(signature)

(signature)

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Address: _____

Address: _____

Location: _____

Location: _____