

**Notice Inviting Bids for Selection of Managed Service Provider (MSP) for the National Digital Health Mission**

**Dated: 27<sup>th</sup> August 2021**

1. The National Digital Health Mission (NDHM) aims to develop the backbone necessary to support the integrated digital health infrastructure of the country. It will bridge the existing gap amongst different stakeholders of Healthcare ecosystem through digital highways. NDHM shall create a seamless online platform “through the provision of a wide-range of data, information and infrastructure services, duly leveraging open, interoperable, standards-based digital systems” while ensuring the security, confidentiality and privacy of health-related personal information. To scale up the NDHM and its nationwide rollout, the NHA intends to appoint an **MSP (“Managed Service Provider”)** for NDHM ( **National Digital Health Mission**).
2. The official website for accessing the information related to this RFP is the Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to submit their proposals on the CPPP as per the specified date and time. This invitation to bid is non-transferrable.
3. The detailed Scope of work has been included in the RFP Document, which can be obtained by Authorized representation from Bidder to the O/o Principal Consultant (Admin), National Health Authority, 9<sup>th</sup> Floor, Jeevan Bharati Building- Tower-1, Connaught Place, New Delhi-110001, after submitting the below mentioned documents:-
  - a) Annexure A - Letter of Authorization; and
  - b) Annexure B - Non-Disclosure Agreement; and
  - c) Tender Processing Fee: INR 20,000 /-
4. The Format for Letter of Authorization and Pre- Contract NDA are provided in **Annexure A and B** attached with this Notice Inviting Tender. The RFP will be available on all working days during office hours till the last date of bid submissions. The format of all documents required for purchasing the RFP Document and other details are available here <https://eprocure.gov.in/eprocure/app>.
5. The bids shall be submitted on the Central e-Procurement Portal (CPPP) as per the details provided in the RFP Document. Each Bidder shall submit no more than one bid.

## Fact Sheet

S.no	Reference	Description
1.	RFP Number	<b>S-12019/147/2021-NDHM</b>
2.	RFP Title	Selection of Managed Service Provider for National Digital Health Mission
3.	Name of Purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India.
4.	Availability of RFP document	NHA has published RFP ( Notice Inviting Tender) on: a) Central Public Procurement Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ); and b) Website of NDHM ( <a href="https://ndhm.gov.in">https://ndhm.gov.in</a> ); and c) Website of PM-JAY ( <a href="https://pmjay.gov.in">https://pmjay.gov.in</a> )
5.	Method of selection	Four-stage process comprising of: a) Pre-Qualification Evaluation, b) Technical Evaluation, and c) Commercial Evaluation; and d) QCBS Evaluation.  The final selection of MSP shall be based on Quality and Cost-based selection method i.e. QCBS method with weightage as 70 % (Technical Score) : 30 % (Commercial Score).
6.	Tender Processing Fee	INR 20,000/- (Twenty Thousand) - in the form of “Demand Draft” issued by any Scheduled Commercial Bank in favor of “Office of Principal Consultant (Administration)”, National Health Authority” payable at New Delhi. OR Online Payment to the National Health Authority - <b>A/c No 39075532087 and IFSC code: SBIN0000691.</b>  Note: The Bidder shall be required to submit proof of online payment/transaction to the NHA through email at <a href="mailto:procurement.division@nha.gov.in">procurement.division@nha.gov.in</a> for confirmation of NHA. Once the confirmation is received by NHA, Bidder will be allowed to collect copy of the RFP Vol I, II and III from the NHA office (in-person ONLY). The Bidder needs to submit all the relevant documents as per NIT while collecting the RFP. NHA does not hold any responsibility of any online payment failure. In case, if any such event occurs then bidders may get in touch with the concerned bank.  While bidding, the copy of Demand Draft or Online Payment/Transaction details for tender processing fee needs to be uploaded on the Central Public Procurement Portal (CPPP) as part of Prequalification bid Proposal.
7.	Bid Security Declaration	The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified at Annexure- E of RFP Volume II for INR 8,70,00,000/- (Eight Crore and Seventy Lakhs).

S.no	Reference	Description
8.	Validity of Bid Security Declaration	The Bid Security Declaration must remain valid for at least 45 days beyond the Bid Proposal Validity i.e., 180 days + 45 days from the last date of bid submission.
9.	Duration of Contract	Initial duration of assignment will be for 5 years from the date of contract signing or any other date communicated by the NHA in writing.
10.	Pre-Bid Meeting	Date- Refer "Time sheet" Venue- National Health Authority, 9th floor, Tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi – 110001 or through electronic mode, the details for the same shall be posted on the NDHM website viz. ( <a href="https://ndhm.gov.in/">https://ndhm.gov.in/</a> ). Bidder are requested to submit all the Pre-bid Queries as per prescribed format provided in RFP Vol II only. Bidder must clearly mention the subject line <Pre-Bid Queries for RFP No. S-12019/147/2021-NDHM> in the Pre-bid queries submission email.
11.	Bid Validity	The bid shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
12.	Currency	The bidder to state all costs in Indian Rupees only (INR).
13.	Language	The Proposals must be submitted in English Only.
14.	Late Bids	Late bids i.e., bids received after the specified date and time of receipt as per Time Sheet will not be considered.
15.	Mode of Submission of Bid	Bidders must upload bids through the Central Public Procurement portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> as per the specified Formats/Forms provided in RFP Volume - II.
16.	Nodal Officer	Shri B.K. Datta General Manager (Administration), National Health Authority Address: National Health Authority, 9 <sup>th</sup> floor, Tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi – 110001 Contact Number: Email ID: <a href="mailto:procurement.division@nha.gov.in">procurement.division@nha.gov.in</a>

### **Time sheet**

S. No.	Event	Date	Time
1.	RFP published date	27 <sup>th</sup> August 2021	17:00 hours
2.	Bid document download start date	27 <sup>th</sup> August 2021	17:30 hours
3.	Pre-bid queries start date (email only)	28 <sup>th</sup> August 2021	10:00 hours
4.	Pre-bid meeting date	6 <sup>th</sup> September 2021	11:00 hours
5.	Last date for submission of queries	11 <sup>th</sup> September 2021	17:00 hours
6.	Bid submission start date	16 <sup>th</sup> October 2021	10:00 hours
7.	Bid submission end date	26 <sup>th</sup> October 2021	17:00 hours
8.	Bid opening	27 <sup>th</sup> October 2021	17:00 hours

**Annexure A: Letter of Authorization for purchasing the RFP**

(To be provided on official company letter head)

To,  
Principal Consultant (Administration),  
National Health Authority,  
9<sup>th</sup> Floor, Tower-1, Jeevan Bharati Building  
Connaught Place  
New Delhi – 110001

Dear Sir,

Sub: Authorization Letter for purchasing the RFP documents

**Ref:** RFP No: S-12019/147/2021-NDHM Dated 27<sup>th</sup> August 2021 issued by National Health Authority

This has reference to your above RFP for Selection of Managed Service Provider (MSP) for NDHM.

Mr./Ms. <Insert Name>, <Insert Designation> of M/s <Insert Organization Name> is hereby authorized to purchase the RFP No. < S-12019/147/2021-NDHM.> dated < 27<sup>th</sup> August 2021> on behalf of our organization.

The Demand Draft no. < Insert DD No.> <Insert dated> of INR < XXXXXXX> in favor of the National Health Authority is attached herewith this letter as prescribed.

OR

The Copy of Online Payment Transaction No. <insert Transaction No.> on < insert date of payment> INR < XXXXXXX> in favor of “National Health Authority” is attached herewith this letter as prescribed.

The specimen signature of the Authorized Representative and details is attested below:

\_\_\_\_\_  
(Specimen Signature of Authorized Representative)

Name:

Designation:

Contact Number and Email Address:

Office Identification Document:

\_\_\_\_\_  
(Signature of Authorizing Authority)

Name of Authorizing Authority:

Designation:

Contact Number and Email Address:

Name of Company:

Company Seal

(Attach visiting cards of Representative and Authorizing Authority)

## **Annexure B: Pre-Contract Non-Disclosure Agreement (NDA)**

(The pre contract NDA needs to be executed on stamp paper of value equal to Rupees hundred only (₹100) and signed by a person duly authorized by the Bidder. 2 Copies to be submitted by the Bidder)

THIS AGREEMENT is made on this <xxxxx> day of <xxxxxxx> 2021 at <New Delhi>, India.

By and BETWEEN National Health Authority, having its Office at Tower I, 9th Floor, Jeevan Bharti building, Connaught Place, New Delhi - 110001 (hereinafter referred to as “NHA” which expression shall, unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns) OF THE SECOND PART

AND

<insert company name >, a Company incorporated under the Companies Act, 1956 or a Partnership firm registered under the Limited Liability Partnership Act of 2008, having its registered office at <insert company address>, (hereinafter referred to as ‘Purchasing firm’ 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’, individually as a ‘Party’ and/or as defined in the recitals hereinbelow as “Disclosing Party” and “ Receiving Party”.

WHEREAS:

1. NHA is desirous to appoint MSP (“Managed Service Provider”) for NDHM as per RFP No. S-12019/147/2021-NDHM.
2. Whereas in pursuing the RFP for this project (the “Business Purpose”), NHA (“Disclosing Party”) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the Purchasing firm (“Receiving Party”).
3. Whereas such Confidential Information belongs to Disclosing Party, as the case may be and is being transferred to the Receiving Party to be used only for the Business Purpose and hence there is need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, In consideration of disclosure of confidential information, and in order to ensure the Disclosing Party’s grant to the Receiving Party of specific access to Disclosing Party’s confidential information, property, information systems, network, databases and other data, the Receiving Party agrees to all of the following conditions.

It is hereby agreed as under:

### **1. Interpretation**

1.1. Interpretation:

In this Agreement, unless otherwise specified:

- a) references to clauses, Sub-clauses, Paragraphs and Schedules are to clauses, sub-clauses,
- b) paragraphs of and schedules to this Agreement;
- c) use of any gender includes the other genders;

- d) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- e) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- f) 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; 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 any day that is not a Sunday or a public holiday and starts at 9 am;
- h) references to times are to Indian standard time;
- i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and all headings and titles are inserted for convenience only.

1.2. In case of ambiguities or discrepancies within this agreement, the following principles shall apply:

- a) as between two clauses of this 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 this 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 prevail.

## **2. Term**

This Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Disclosing Party and the Receiving Party.

## **3. Scope of this 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 before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of RFP, certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives etc. containing 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.

#### **4. Obligation 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, taking into account 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; and
- c) cause its employees to comply with the provisions of this agreement; and
- d) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose; and
- 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 – advise the consultants/contractors of the confidentiality obligations imposed on them by this clause; and
- f) 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. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information; and
- g) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval; and
- h) 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/destroyed by a certain date, and that no copies are to be made off of the premises; and
- i) 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.

#### **5. Exception to the 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 Confidential Information, or was received without restrictions; or
- b) has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or
- c) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or

- d) 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
- e) is disclosed with the prior consent of the disclosing party;

## **6. 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 this 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 this agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference 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 this agreement.
- d) Execution of this agreement and the disclosure of Confidential Information pursuant to this 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.

## **7. Dispute Resolution**

- a) If a dispute arises in relation to the conduct of this Contract (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 this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a



sole arbitrator to be appointed by mutual consent of both the parties herein. 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 Delhi. 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 the jurisdiction of state of Delhi at New Delhi, India. Any legal dispute will come under the sole jurisdiction at New Delhi, India.

- d) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this 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.

## **8. Variation**

This agreement may only be varied in writing and signed by both Parties

## **9. 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 this 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 this agreement;
- c) shall be executed by a duly authorized representative of the Party; and
- d) shall not affect the validity or enforceability of this agreement in any manner.

## **10. Exclusion of Implied Warranty**

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.

## **11. Entire Agreement**

This agreement together constitutes 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 this agreement are abrogated and withdrawn.

## **12. Severability**

If for any reason whatever, any provision of this 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 this agreement or otherwise

## **13. 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 this agreement.

## **14. Third Party**

This agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this 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 this agreement.

## **15. Successor and Assigns**

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

## **16. 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 this 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 NHA :

Attn:

Phone: <\*\*\*>

If to the bidder:

Attn.

Phone: <\*\*\*>

**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 this agreement shall be in writing and in the English language.

**18. Mitigation**

Without prejudice to any express provisions of this agreement on any mitigation obligations of the Parties, each of NHA and the bidder 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 this agreement.

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 Bidder 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.