

Request for Proposal
for
Engagement of Technical
Agency for Gap Assessment,
Remediation, Internationalization
(I18N) implementation, and
Documentation of UDSP
for DPG Alliance Directory.

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KEY INFORMATION AT A GLANCE	
Name of Assignment	Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory
Issued by	India Health Action Trust (IHAT) – Uttar Pradesh Technical Support Unit, Lucknow
Engagement Period	7 months
Method of Selection	QCBS – Technical 70 : Financial 30; minimum technical score 70 out of 100
RFP Document Fee / EMD	Not applicable. A Bid-Securing Declaration (Form 11) is required in lieu of EMD.
Mode of Submission	E-mail to procurement@ihat.in (encrypted, password-protected files) OR hard copy at IHAT, Lucknow
Last Date and Time of Submission	15-November-2026, 2400 hours
Contact	Deputy Director (ICT), IHAT – procurement@ihat.in

Abbreviations

Acronyms	Description
ABDM	Ayushman Bharat Digital Mission
DPG	Digital Public Goods
IHAT	India Health Action Trust
UPTSU	Uttar Pradesh Technical Support Unit.
GoUP	Government of Uttar Pradesh
UDSP	Unified Disease Surveillance Platform
I18N	Internationalization
API	Application Programming Interface
BSD	Bid-Securing Declaration
CERT-In	Indian Computer Emergency Response Team
DPDP Act	Digital Personal Data Protection Act, 2023
DPGA	Digital Public Goods Alliance
PIC	Project Implementation Committee
QCBS	Quality and Cost Based Selection
SLA	Service Level Agreement
UAT	User Acceptance Testing
VAPT	Vulnerability Assessment and Penetration Testing

1. Introduction

India Health Action Trust was instituted in 2003 as a Charitable Trust with a vision to meaningfully impact the lives of vulnerable and marginalised people by addressing health and social inequities. The Trust is working towards reducing inequities by developing comprehensive and sustainable programmes to improve population health. Since its inception, IHAT has working closely with the Government of India and state governments, including Uttar Pradesh, Madhya Pradesh, Rajasthan, Delhi and Bihar to achieve public health goals. Our work is focused in areas of prevention and control of HIV and Tuberculosis, in achieving significant improvements in Reproductive, Maternal, Neonatal and Child Health, improved Nutrition among mothers and children, and strengthening health systems. We use program science to optimise and scale public health programs while partnering with the governments and communities.

2. Objective

The objective of this engagement is to undertake a comprehensive technical assessment of the existing Unified Disease Surveillance Platform (UDSP) to support its listing in the Digital Public Goods (DPG) Alliance Directory.

The engagement shall cover the assessment of all nine DPG indicators, identification of gaps, and implementation of approved corrective changes to address the identified gaps. The assessment shall include the following DPG indicators:

1. SDG Relevance.
2. Open Licensing.
3. Clear Ownership.
4. Platform Independence.
5. Documentation.
6. Mechanism for Extracting Data.
7. Privacy and Applicable Laws.
8. Standards and Best Practices.
9. Do No Harm by Design, covering (9A) data privacy and security, (9B) inappropriate and illegal content, and (9C) protection from harassment, as applicable.

The engagement shall also include the assessment and implementation of Internationalisation (I18N) to enable multi-language support in UDSP, along with the required application modifications, testing, and documentation.

Further, the agency shall conduct the required security assessment of changes made under the assignment, prepare comprehensive technical documentation and supporting evidence, and provide end-to-end support for DPG Registry submission and addressing review observations.

All activities shall be carried out in coordination with IHAT, following applicable DPG requirements, relevant open standards, and good software engineering practices, while ensuring that the existing disease surveillance functionalities of UDSP remain operational.

3. Background of the Existing UDSP Application

Unified Disease Surveillance Platform (UDSP) is a digital public health platform developed to support real-time disease surveillance, outbreak detection, data integration, and monitoring of communicable diseases in Uttar Pradesh. It enables health authorities to analyse disease trends, identify potential outbreaks, and facilitate timely public health interventions and evidence-based decision-making.

3.1. Building blocks of UDSP

3.1.1. Surveillance Platform (<https://udsp.in/>)

This module is used to maintain the repositories for information related to communicable and non-communicable diseases i.e. Diseases, Tests and their parameters, Symptoms, Questions, Disease V/s Tests, Disease V/s Symptoms etc. State Surveillance Officer (SSO) have the functionality for creating the campaigns based on various on parameters like geography, platform (Facility, Lab, Community) etc. The portal supports various different types of roles that have different functionalities and access levels. This portal also enables the SSO to approve critical requests like Case Transfers, Deletion (in case of Duplicity) and Consignment transfer to another labs.

3.1.2. Lab Platform (<https://labs.udsp.in/>)

This module is for the laboratory user where all the testing related activities of any particular case are performed. Receiving samples of walk in patients/ Consignments and uploading of test results are the main activities.

3.1.3. Facility Platform (<https://facility.udsp.in/>)

This module is used to maintain the lifecycle of a case, starting from the Case registration, daily surveys, provisional diagnosis, test advices and routing test information to internal/external labs, are the main functionalities which are performed in this module.

3.1.4. Community Platform

For community level surveillance by ANM/ASHA, bi-directional integration done with e-Kavach. Information related to syndromic surveillance and test sampling for community cases captured in ekavach flows to UDSP and Results of same flown back e-kavach.

3.1.5. Private Facility Registration

This module is a registration form to allow private facility to register themselves on the portal. OTP based and captcha verification is performed to ensure consistency of data.

Following two type of registration performs under this module.

- Private Lab Registration
- Private Facility Registration

Public facilities are on-boarded through a periodic handshake with UPkSK's Health Facility Registry API (as that is the single-source of Truth for all Public-Health Facilities in the state of Uttar Pradesh).

3.1.6. Lab Reports (<https://labreports.udsp.in/>)

This module is available to the general public where they can log in using their phone number and an OTP sent to them in real-time. All the test information linked to the specific mobile number is available after login. The users can view and download their reports as pdf from the portal.

3.1.7. Reports and Dashboards

Different types of reports on multiple parameters are displayed across the application. It contains an interactive dashboard view to get a holistic view of surveillance situation. Disease level dashboard give a clear picture for Surveillance Cases, Active Case, Sample Tested, Sample Positive, Geography wise overall/Disease specific positivity etc.

3.1.8. ABDM Compliance

As per UP Govt. mandate for adoption of Ayushman Bharat Digital Mission (ABDM), UDSP portal is in compliance with ABDM guidelines with a coverage of its Milestone 1 (ABHA Creation) & Milestone 2 (EHR generation). Periodic upgradation performs in this regard as and when ABDM APIs are revised by National Health Authority (NHA)

3.2. Salient features of the portal

3.2.1. Masters Directory

- The portal gives complete flexibility to create masters for the diseases, tests, test parameters, symptoms, questions and linkages for a particular surveillance campaign.
- The geography where surveillance needs to be conducted can be chosen by the State with the minimum unit upto a revenue village (uses LGD codes)
- The portal is linked to the UPKSK for the facility masters

3.2.2. Linkages

This help state surveillance office to establish linkages between

- Disease V/s Tests
- Disease V/s Symptoms
- Symptoms V/s Questions.

3.2.3. Configurable System

Portal can be configured for

- Any Disease
- Any Campaign designed for Lab, Facility, Community or any cluster.
- Specific Campaign can be designed for different geography/cadre/employees/FLWs or RRTs
- Specific Questions can be designed for a specific facility as well...
- Multiple campaigns can be handled in parallel.

3.2.4. IHIP Integration

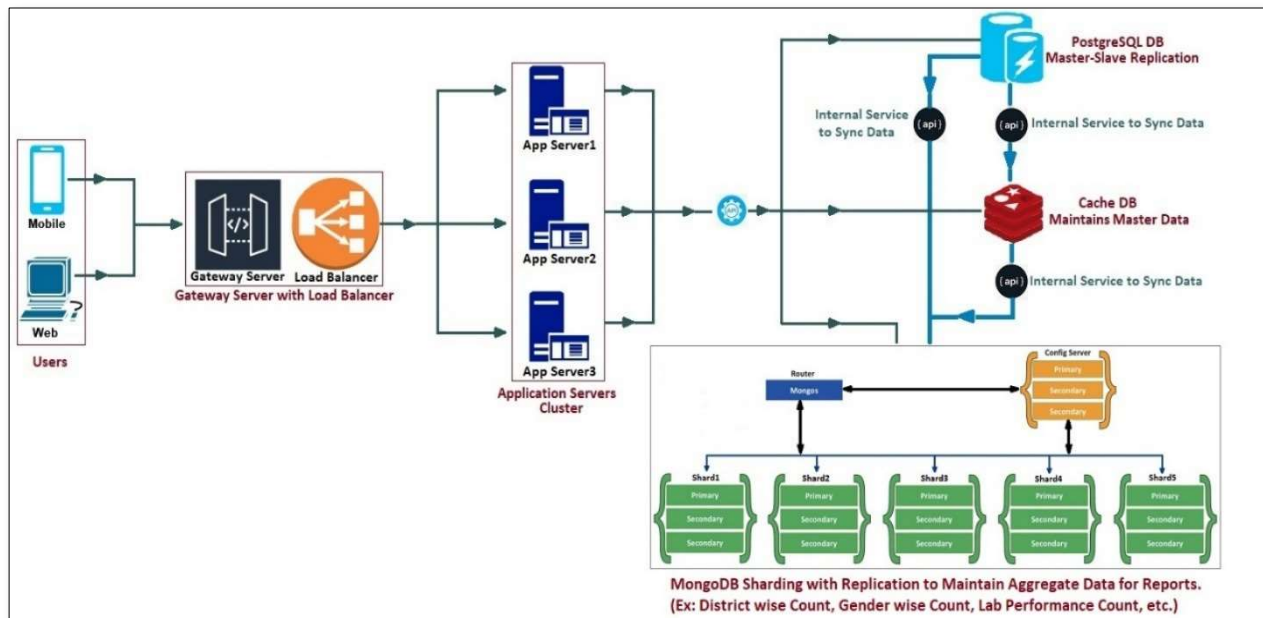
- S-Form, P-Form and L-Form are integrated with GoI portal i.e. IHIP.

3.3. Technical Details

3.3.1. Technology Stack

S. No.	Architecture Layer	Technology / Component
1	Presentation Layer	JavaScript
2	Presentation Layer	Angular
3	Presentation Layer	jQuery
4	Presentation Layer	Highcharts
5	Frontend / Web Application Layer	Angular Framework
6	Backend Application Layer	Java
7	Backend Application Layer	Microservices
8	Backend Application Layer	REST API
9	In-Memory Cache	Redis Cache
10	Database Layer	PostgreSQL (RDBMS)
11	Database Layer	MongoDB (NoSQL)
12	Infrastructure & Operations	Google Analytics
13	Infrastructure & Operations	Agile & DevOps

3.3.2. Server Architecture



Note: A live demonstration of the existing platform, along with access to the relevant source code, may be arranged during the pre-bid meeting, if required, to enable bidders to better understand the existing system and prepare sound, technically responsive, competitive, and financially realistic proposals.

4. Scope of Work

The selected agency shall undertake a comprehensive assessment of the existing Unified Disease Surveillance Platform (UDSP) to support its onboarding to the Digital Public Goods (DPG) Registry maintained by the Digital Public Goods Alliance (DPGA). The agency shall assess UDSP against the nine indicators of the DPG Standard, identify gaps, recommend and support necessary changes, and prepare the technical documentation and supporting evidence required for the DPG application. The agency shall also assist IHAT in reviewing and submitting the application, responding to queries raised during the review process, and completing the required documentation and knowledge transfer.

The following broader activities for the UDSP application to support its listing as a Digital Public Good (DPG):

1. **Review Existing Documents:** Review all existing documents related to the UDSP application.
2. **Review DPG Indicators:** Review all 9 DPG indicators and prepare a separate document for each indicator, covering the requirements and supporting evidence.
3. **Identify Gaps:** Identify gaps in the existing UDSP application and documentation against the DPG requirements and prepare a gap assessment document.
4. **Internationalization (I18N):** Assess, design, and implement the required internationalization (I18N) features in the UDSP application, including support for multiple languages, wherever required. Conduct testing to verify the implemented changes and ensure that the application functions correctly. Prepare the relevant technical documentation.
5. **Address Application Gaps & Implement I18N:** Make all necessary changes to the UDSP application to address the identified DPG-related gaps and implement Internationalization (I18N), including source code modifications, database structure changes, configuration updates, multi-language support, and other required technical improvements. Conduct appropriate testing to validate the implemented changes and ensure that existing application functionalities continue to work correctly.
6. **Prepare Technical Documentation:** Prepare complete and updated technical documentation for the UDSP application after addressing all identified gaps.
7. **Presentation and Approval:** Present all prepared documents and proposed changes to IHAT and relevant stakeholders for review and approval.
8. **DPG Listing Support:** Provide complete support for uploading the required documents and UDSP application details to the DPG platform and addressing any observations raised during the listing process.
9. **Handover and Knowledge Transfer:** Hand over all final documents, updated code, and other relevant technical materials, and provide knowledge transfer to the designated team

4.1. Detailed Scope of Work

The selected agency shall undertake the following activities:

4.1.1. Review of Existing UDSP Documents and Application

1. Review all existing documents related to the UDSP application, including technical documents, functional documents, architecture diagrams, user manuals, licensing details, security documents and other relevant records.
2. Review the existing UDSP application, source code, database structure, technology stack, configurations and available features, as required.
3. Understand the purpose, functionality, ownership, deployment model and usage of the UDSP application.

4. Identify missing, incomplete or outdated documents and technical information.
5. Prepare an initial assessment of the existing UDSP application and its readiness for DPG listing.

4.1.2. Assessment of the Nine DPG Indicators

The agency shall assess UDSP against all nine DPG indicators and prepare a separate document for each indicator, covering the applicable requirements, existing status, gaps, corrective actions and supporting evidence.

4.1.2.1. Indicator 1: SDG Relevance

1. Review the objectives, features and functionalities of UDSP to identify the relevant Sustainable Development Goals (SDGs).
2. Map the relevant UDSP functionalities to the selected SDGs, targets and indicators, particularly those related to disease surveillance and public health.
3. Prepare a document explaining how UDSP contributes to each selected SDG and its relevant targets.
4. Collect and compile supporting information and evidence to establish the relevance of UDSP to the selected SDGs.

4.1.2.2. Indicator 2: Open Licensing

1. Review the existing software licenses applicable to the UDSP application and its components.
2. Assess whether the applicable licenses meet the approved open-license requirements of DPG.
3. Identify any licensing gaps or restrictions that may affect DPG eligibility.
4. Recommend and implement necessary corrective actions, subject to approval from the concerned stakeholders.
5. Prepare documentation identifying the applicable licenses and provide supporting evidence, including license files and publicly accessible links, as required.

4.1.2.3. Indicator 3: Clear Ownership

1. Review the existing records to establish ownership of the UDSP application.
2. Document the ownership of the application, including source code, content and data, wherever applicable.
3. Identify third-party software, code, content or datasets used in UDSP and review the applicable usage and redistribution rights.
4. Identify any gaps in ownership records or supporting evidence.
5. Prepare the required ownership documentation and compile supporting evidence, including official records, agreements, copyright information or public links, wherever applicable.

4.1.2.4. Indicator 4: Platform Independence

1. Review the core technologies used in UDSP, including programming languages, frameworks, databases, middleware, libraries and other dependencies.
2. Identify proprietary or closed-source components that may create dependency on a specific vendor or technology.
3. Assess whether such components can be replaced with suitable open alternatives without major changes to the core application.

4. Identify the technical changes required to reduce or address such dependencies.
5. Implement approved changes, where required, and test the affected application functionalities.
6. Prepare documentation covering the technology stack, dependencies, identified restrictions and available alternatives.

4.1.2.5. Indicator 5: Documentation

1. Review all existing technical and functional documentation of UDSP.
2. Identify missing, incomplete or outdated documents required for DPG listing.
3. Prepare complete technical documentation covering, as applicable:

4.1.2.5.1. System Architecture Document

- Overall system architecture and application components.
- Technology stack and software components.
- External systems and integration architecture.

4.1.2.5.2. Functional Requirements and Module Documentation

- Module-wise functional descriptions and capabilities.
- User roles, responsibilities and access levels.
- Business workflows and process flows.
- Business rules, validation rules and system outputs.

4.1.2.5.3. Database and Data Dictionary Document

- Database structure, schema and principal entities.
- Field names, definitions, data types and relationships.
- Data validation rules and classification.
- Data retention considerations, subject to authorised access.

4.1.2.5.4. API and Interoperability Documentation

- Available APIs and endpoint specifications.
- Authentication and authorisation mechanisms.
- Request and response formats and error-handling procedures.
- Integration dependencies and applicable data exchange standards.

4.1.2.5.5. Installation and Deployment Manual

- Hardware, software and environment prerequisites.
- Software dependencies and installation procedures.
- Environment configuration and deployment steps.
- Post-installation checks and verification procedures.

4.1.2.5.6. Configuration and Administration Manual

- System configuration parameters and settings.
- User and role management procedures.

- System administration and operational procedures.
- Logging, monitoring and troubleshooting guidelines.

4.1.2.5.7. User Manual

- User-wise instructions for relevant platform functionalities.
- Step-by-step procedures for field-level users, surveillance officers and administrators, as applicable.
- Instructions for data entry, validation, reporting and dashboard usage.
- Common issues and troubleshooting guidance.

4.1.2.5.8. Backup, Restoration and Business Continuity Documentation

- Existing database and source-code backup mechanisms.
- Backup schedules and retention arrangements, where applicable.
- Data and system restoration procedures.
- Recovery arrangements and relevant operational dependencies.

4. Ensure that the documentation is sufficiently detailed to enable a technical person unfamiliar with UDSP to install, configure, operate and maintain the application.
5. Prepare the required documentation links and supporting evidence for submission on the DPG platform.

4.1.2.6. Indicator 6: Mechanism for Extracting Data

1. Review how UDSP collects, stores, uses and generates non-personally identifiable data and identify the applicable DPG requirements.
2. Assess the existing data import and export facilities available in the application.
3. Identify gaps in the mechanisms for extracting or importing non-personal data in standard, non-proprietary formats.
4. Implement the necessary changes to enable data import and export through formats such as CSV, XML or JSON, or through APIs, wherever applicable.
5. Test the implemented mechanisms to verify that data can be imported and exported correctly.
6. Prepare documentation describing the available data import/export facilities, supported formats, APIs and procedures for their use.

4.1.2.7. Indicator 7: Privacy and Applicable Laws

1. Review the UDSP application to identify applicable privacy laws and other relevant domestic and international legal requirements.
2. Assess the existing application and documents against the applicable requirements.
3. Identify gaps in privacy policies, terms of use, legal documentation and supporting evidence.
4. Prepare or update the relevant documentation in consultation with the concerned stakeholders.
5. Compile supporting evidence, including relevant policies, legal documents and publicly accessible links, wherever applicable.
6. Prepare a document listing the applicable laws and explaining the available evidence of compliance.

4.1.2.8. Indicator 8: Standards and Best Practices

1. Review UDSP against relevant open standards, technical standards, best practices and applicable principles.
2. Identify the standards and best practices currently followed by the application.
3. Assess the available evidence of compliance and identify gaps.
4. Recommend and implement the necessary technical or configuration changes to address identified gaps, subject to approval.
5. Conduct relevant checks or tests to verify the implemented changes.
6. Prepare documentation describing the applicable standards, best practices followed by UDSP and supporting evidence, such as test reports, validation results or reference links, wherever applicable.

4.1.2.9. Indicator 9: Data Privacy, Security and Protection (Do No Harm by Design)

The agency shall assess all three sub-indicators under Indicator 9, as applicable to the features and functionalities of UDSP.

4.1.2.9.1. Data Privacy and Security

1. Review whether UDSP collects, stores or distributes personally identifiable information (PII).
2. Document the types of personal data handled by the application and the manner in which such data is collected, stored, accessed or shared.
3. Review existing security measures for protecting data privacy, confidentiality and integrity.
4. Identify gaps in data protection, access controls and other relevant security mechanisms.
5. Implement necessary and approved technical or configuration changes to address identified gaps.
6. Prepare documentation describing the personal data handled by UDSP, applicable safeguards and the measures used to protect data privacy and security.

4.1.2.9.2. Inappropriate, Misleading and Illegal Content

1. Review whether UDSP enables the collection, storage or distribution of content.
2. Identify the types of content handled by the application and assess the applicable DPG requirements.
3. Review existing mechanisms for identifying, reporting, reviewing, moderating and removing inappropriate, misleading or illegal content, wherever applicable.
4. Identify gaps in the relevant application features, policies and procedures.
5. Implement the necessary technical changes or establish the required processes, subject to approval and applicability.
6. Prepare documentation describing the mechanisms and procedures for handling such content, including the expected response time for assessment and action.

4.1.2.9.3. Protection from Harassment

1. Review whether UDSP facilitates interactions between users or contributors.
2. Assess existing mechanisms and procedures for reporting and addressing abuse, harassment or harmful behaviour, wherever applicable.
3. Identify gaps in the relevant application features, policies and procedures.

4. Implement the necessary changes or establish the required processes, wherever applicable, including measures addressing the safety and security of underage users.
5. Prepare documentation describing the applicable policies, reporting mechanisms and safeguards for users and contributors.

4.1.3. Gap Assessment and Action Plan

1. Consolidate the findings from the assessment of all nine DPG indicators.
2. Identify gaps in the UDSP application, technical components, documents, licenses and supporting evidence.
3. Prepare a gap assessment report clearly specifying each gap and the action required to address it.
4. Classify the required actions into documentation updates, policy or evidence requirements, configuration changes and application-level technical changes.
5. Prepare an action plan with proposed corrective measures, expected deliverables and timelines.
6. Submit the gap assessment report and action plan to IHAT and relevant stakeholders for review and approval before implementation.

4.1.4. Internationalization (I18N) of the UDSP Application

The selected agency shall undertake the following activities:

1. Review the existing UDSP application, source code, technology stack, database and architecture to assess readiness for internationalization (I18N).
2. Identify application modules, screens, forms, dashboards, reports and other components requiring I18N support.
3. Identify hard-coded text, labels, buttons, messages, notifications, alerts and other user interface elements that need to be made configurable for multiple languages.
4. Prepare an I18N implementation plan covering the proposed technical approach, required changes, application components, database modifications and testing requirements, and submit it to IHAT for approval.
5. Modify the UDSP application to support multiple languages through configurable language resources, wherever required.
6. Implement the required mechanisms to manage language-specific text and translation resources separately from the application code.
7. Enable users to view the application in the configured supported languages, wherever required, and ensure consistent language support across all in-scope modules.
8. Implement the necessary configurations to add, update and manage supported languages without requiring major changes to the application's core code.
9. Implement appropriate handling of untranslated text, missing language entries and fallback language settings, wherever required.

10. Review and modify database structures, application logic and data handling mechanisms, wherever required, to support multilingual data and appropriate character encoding.
11. Implement appropriate date, time, number, decimal and other regional formats, wherever required.
12. Ensure the correct display and handling of special characters, language-specific text, text alignment and layout across the application. Implement right-to-left text support if required for any selected language.
13. Integrate the implemented I18N features with relevant UDSP modules, dashboards, reports, forms, workflows, notifications and APIs, wherever applicable.
14. Conduct functional, integration and regression testing of the implemented I18N features to verify correct language display, data handling and application functionality.
15. Identify and resolve defects, including missing translations, incorrect character display, text overlap, layout issues and other problems identified during testing.
16. Conduct retesting and final validation to ensure that the implemented changes do not adversely affect existing UDSP functionalities.
17. Prepare and submit an I18N testing and validation report documenting the test cases, results, identified defects and corrective actions.
18. Demonstrate the implemented I18N features to IHAT and relevant stakeholders, incorporate approved feedback and obtain acceptance as per the agreed process.
19. Prepare and update the technical documentation covering the I18N implementation, language configuration, translation management, database changes and procedures for adding or updating supported languages.
20. Hand over the updated source code, configuration files, language resources, translation files, testing reports and other relevant technical documents to IHAT.
21. Provide knowledge transfer to the designated team on configuring, maintaining and extending I18N support in the UDSP application.

Note: I18N implementation shall be an additional activity under this RFP and shall be independent of the DPG listing requirements.

4.1.5. Addressing Identified Gaps in the UDSP Application

1. Implement the approved changes required to address the identified gaps in the UDSP application.
2. Carry out necessary source code modifications, database structure changes, configuration updates, integration changes and other technical improvements, wherever required.
3. Make the necessary changes to application features and functionalities to meet the applicable DPG requirements.
4. Ensure that changes are compatible with the existing application architecture and do not adversely affect existing functionalities.

5. Conduct appropriate testing of the modified application, including functional and regression testing, wherever applicable.
6. Resolve defects identified during testing and document the changes made.
7. Obtain approval from IHAT and relevant stakeholders for the implemented changes, as per the agreed process.

4.1.6. Preparation of Final Technical Documentation and DPG Application Documentation

1. Update the existing documents and prepare all additional documents required to address the identified gaps.
2. Prepare a complete set of technical documents for the UDSP application, incorporating the approved changes.
3. Prepare the final documentation for all nine DPG indicators, including responses to the applicable assessment questions and supporting evidence.
4. Compile relevant technical documents, licensing details, ownership evidence, policies, test reports, diagrams and other supporting materials.
5. Ensure consistency between the actual UDSP application, its source code, technical documents and information proposed for submission to DPG.
6. Organise the documents in a structured manner so they can be reviewed, maintained and submitted easily.
7. Ensure that the documents are complete, understandable and suitable for review by technical and non-technical stakeholders.

4.1.7. Review and Approval by IHAT

1. Present the gap assessment report, proposed corrective actions and draft documents to IHAT and relevant stakeholders.
2. Explain the identified gaps and the proposed technical or documentation changes.
3. Incorporate the feedback and observations received from the stakeholders.
4. Present the revised documents and updated application, wherever required, for review and approval.
5. Finalise the documents and supporting evidence after incorporating the approved comments.

4.1.8. Support for Submission and DPG Listing

1. Provide complete support for preparing and submitting the UDSP application on the DPG platform.
2. Upload or assist in uploading the approved documents, supporting evidence, application details and relevant links to the DPG platform.
3. Assist in completing the applicable DPG assessment questions for all nine indicators.
4. Review the submitted information for completeness, consistency and correctness before final submission.
5. Support IHAT in addressing queries, observations and requests for additional information received during the DPG review process.
6. Make necessary corrections to the submitted documents and application details, as approved by IHAT.
7. Provide support until the submission process is completed and the applicable review observations are addressed. Each observation or request for information raised by the DPGA reviewers shall be

answered, with the required corrections, within seven (7) working days of its receipt, until UDSP is listed in the DPG Registry or the Contract ends, whichever is earlier.

Note: Support for submission and DPG listing shall include providing all necessary assistance to complete the submission process and achieve the final listing of UDSP in the Digital Public Goods (DPG) Registry available at <https://www.digitalpublicgoods.net/registry>.

4.1.9. Handover and Knowledge Transfer

1. Hand over all final documents prepared under the assignment, including the nine indicator-wise documents and the final gap assessment report.
2. Hand over the updated source code, database changes, configuration details and other technical materials arising from the approved changes, as applicable.
3. Provide the relevant application architecture, installation, deployment, maintenance and troubleshooting documents.
4. Provide knowledge transfer to the team designated by IHAT on the changes made to the UDSP application and the documents prepared.
5. Explain the DPG submission process, supporting evidence and the procedure for updating the documentation, wherever required.
6. Submit a final handover report listing all deliverables completed and handed over.

4.1.10. Key Deliverables

The selected agency shall submit the following consolidated list of deliverables for UDSP DPG Listing and Internationalization (I18N):

S. No.	Document / Deliverable	Linked DPG Indicator
1	Review Report of Existing UDSP Documents and Application	All 9 indicators
2	SDG Relevance Assessment Document, including mapping to relevant SDGs and targets	1. SDG Relevance
3	Open Licensing Assessment Document, including license details and supporting evidence	2. Open Licensing
4	Ownership and Intellectual Property Rights Document, including ownership of code, content and data, and third-party usage and redistribution rights	3. Clear Ownership
5	Platform Independence Assessment Document, including technology stack, proprietary dependencies and open alternatives	4. Platform Independence
6	Technical Documentation Assessment and Gap Report	5. Documentation
7	System Architecture and Technical Design Document	5. Documentation
8	Functional and Technical Specification Document	5. Documentation
9	Database Design and Data Dictionary	5. Documentation
10	API and Interoperability Documentation	5. Documentation; 6. Mechanism for Extracting Data, wherever applicable
11	Installation, Configuration and Deployment Manual	5. Documentation

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12	Developer Documentation and Source Code Structure Document	5. Documentation
13	User Manual and Application Operation Guide	5. Documentation
14	Data Import and Export Assessment Document, including supported formats, APIs and required changes	6. Mechanism for Extracting Data
15	Privacy and Applicable Laws Compliance Document, including supporting evidence	7. Privacy and Applicable Laws
16	Open Standards and Best Practices Compliance Matrix, including supporting evidence	8. Standards and Best Practices
17	Data Privacy and Security Assessment Document, including personal data handled and security safeguards	9A. Data Privacy and Security
18	Inappropriate, Misleading and Illegal Content Handling Document, including applicable reporting, moderation and removal procedures	9B. Inappropriate, Misleading and Illegal Content
19	Protection from Harassment Document, including applicable policies, reporting procedures and user safeguards	9C. Protection from Harassment
20	Consolidated Gap Assessment Report and Corrective Action Plan	All applicable indicators
21	Updated UDSP Application and Technical Components, including approved code, database and configuration changes to address identified gaps	Relevant indicators, as identified during assessment
22	I18N Assessment and Implementation Plan	Additional activity under the RFP
23	Updated UDSP Application with Implemented I18N Features	Additional activity under the RFP
24	I18N Language Configuration and Translation Resources	Additional activity under the RFP
25	I18N Technical Documentation and Language Management Guide	Additional activity under the RFP
26	Testing and Validation Report covering gap remediation and I18N implementation	Relevant indicators and additional I18N activity
27	Final DPG Application Documentation, including completed assessment responses, supporting evidence and relevant links	All 9 indicators
28	Stakeholder Review, Feedback and Approval Records	All applicable indicators and I18N activity
29	DPG Platform Submission Support and Review Observation Resolution Records	All 9 indicators
30	Final Handover Report, Updated Source Code and Relevant Technical Materials	All applicable indicators and I18N activity
31	Knowledge Transfer and Handover Documentation	All applicable indicators and I18N activity
32	Inception Report – detailed work plan, team deployment, access and environment requirements, risk register (within 15 days of the Effective Date)	Project management (pre-condition for Milestone 1 payment)

33	Security Test Reports – SAST, software composition analysis and DAST of the modified application, with closure of Critical/High findings	9A. Data Privacy and Security
34	Go-Live Report – production deployment, release notes and rollback plan; Independent Security Audit (VAPT) Closure Report	9A; Go-Live
35	Monthly Progress Reports	Project management
36	Operational / Warranty SLA Reports and Operational /Warranty Closure Report	Operational support

Note: The above list covers the documents and technical deliverables identified under the proposed scope. The selected agency shall also prepare any additional documents identified as necessary during the assessment to address applicable DPG requirements. The applicability of conditional requirements under Indicators 6 and 9 shall be assessed against the actual features and data handled by UDSP.

4.1.11. General Requirements

1. All activities shall be carried out in coordination with IHAT and the concerned UDSP stakeholders.
2. The agency shall obtain prior approval from IHAT before making changes to the application's code, database, configuration, security settings, or functionality.
3. All documents and reports shall be written in simple, clear language and structured for both technical and non-technical readers.
4. All findings, recommendations, and compliance claims shall be supported by evidence wherever applicable. The agency shall not claim compliance without sufficient evidence.
5. The agency shall implement approved I18N changes to support multiple languages, including language settings, text display, character encoding, and relevant date, time, and number formats, as applicable to the agreed scope.
6. The agency shall conduct the required security assessment/audit, identify security issues, support their resolution, and perform retesting of the changes. Where a formal security audit is required, it shall be carried out by an appropriately authorised agency, as applicable.
7. The agency shall conduct functional, integration, regression, I18N, and security testing of the changes made under this assignment and submit the test reports to IHAT.
8. All changes made to the UDSP application, including I18N enhancements, security fixes, configuration updates, and documentation, shall be properly recorded and handed over to IHAT.
9. The agency shall maintain confidentiality and follow all applicable data protection, information security, access control, and data-handling requirements throughout the assignment.
10. All deliverables shall be submitted in editable and PDF formats with version number and date; software deliverables shall be submitted through the code repository designated by IHAT with a release tag, and each document shall state the release (version/commit) of UDSP that it describes.

Note: The scope includes preparation of DPG-related documents, identification and closure of gaps, implementation of approved technical and I18N changes, security assessment and remediation within the agreed scope, and support for DPG Registry submission. The final decision on listing

UDSP as a Digital Public Good (DPG) rest with the relevant DPG authority. Any required formal security audit or certification shall follow the applicable audit and certification process.

4.1.12. Review and Acceptance of Deliverables

- (a) **Each** deliverable shall be submitted to the Deputy Director (ICT), IHAT, with a copy to the PIC. IHAT shall communicate consolidated observations. The agency shall resubmit, addressing all observations, within five (5) working days. A milestone is achieved on the date of submission of the version that is accepted; IHAT's review time beyond ten (10) working days shall be excluded when computing delay under Clause 6.1. If a deliverable is not accepted on its second resubmission for reasons attributable to the agency, delay shall be counted from the original due date.
- (b) Documents shall be accepted when they contain all contents specified in scope of work, are consistent with the UDSP release they describe (version/commit reference), contain no unsupported compliance claims, and are submitted in editable and PDF formats.
- (c) **Go-Live** shall mean deployment of the accepted changes in the UDSP production environment, closure of all Critical and High observations of the independent security audit, and seven (7) consecutive days of stable operation without any Critical defect, as confirmed in writing by IHAT.
- (d) **Installation and documentation** shall be verified on dedicated environment of updated UDSP functionalities (changes due to DPG and I18N) by IHAT's designated team (or a third party) using only the Installation and Deployment Manual.
- (e) **DPG submission** shall be evidenced by the submission acknowledgement/application ID of the DPGA platform, responses to all applicable indicator questions with evidence links, and the public repository URL with an OSI-approved licence; **DPG listing** shall be evidenced by the entry of UDSP in the DPG Registry.
- (f) **Complete Knowledge transfer** shall be evidenced by at least forty (40) hours of hands-on sessions covering Clause 4.1.9, attendance records, session recordings and a handover checklist signed by IHAT.
- (g) Acceptance of a deliverable shall not relieve the agency of its responsibility for its accuracy and completeness or of its warranty/operations obligations.

4.1.13. Responsibilities of IHAT

- (a) Provide authorised access to the UDSP source code, documentation and development/staging environments, and nominate a technical focal point.
- (b) Review deliverables and communicate observations or acceptance, and approve the Gap Assessment Report, Corrective Action Plan and I18N Implementation Plan.
- (c) Instruct and coordinate the existing UDSP development/O&M agency to provide the information, support, code merging and production deployment required by the selected agency.
- (d) Obtain the decision of the competent authority on the open licence, the public repository account and the submission of the DPG application in time for Milestones 4 and 5A.
- (e) Arrange the independent security audit (VAPT) through a CERT-In empanelled auditor, and validate the Hindi translation within ten (10) working days of submission.

4.1.14. Team Composition and Key Personnel

The agency shall deploy at least the following Key Personnel, whose CVs (signed, with a commitment of availability) shall be submitted with the Technical Proposal:

(a) Team Lead / Project Manager – minimum 10 years in software projects;

(b) Technical Documentation and Open-Source Compliance Specialist – minimum 5 years;

Key Personnel shall not be replaced without IHAT's prior written approval, and only by persons of equal or better qualification and experience. Each unapproved replacement, or absence of Key Personnel for more than fifteen (15) days without approval, shall attract a deduction of Rs. 15,000 per instance.

5. Payment Terms and Schedule

Entire payment shall be done in phased manner as shown below:

S. No.	Milestone, Deliverables and Acceptance Evidence	Timeline	Payment (%)
1	Review of Existing UDSP Documents and Application; Assessment of All Nine DPG Indicators; Preparation of Indicator-wise Documents; Gap Assessment Report and Corrective Action Plan; I18N Assessment and Implementation Plan Deliverables: S. No. 1 to 20, 22 and 32	T1=T + 45 Days	20% of A
2	Implementation of Approved Technical Changes to Address DPG Gaps and Implementation of I18N Features in the UDSP Application, tested and accepted in the staging (UAT) environment Deliverables: S. No. 21, 23, 24, 26 and 33	T2=T1 + 30 Days	30% of A
3	Go-Live of the accepted changes and I18N features in the UDSP production environment Deliverables: S. No. 34	T3=T2 + 15 Days	15% of A
4	Finalisation of Technical Documentation and DPG Application Documents Deliverables: final versions of S. No. 2 to 19, together with S. No. 25 and 27, and the public source-code repository ready for publication.	T4=T3 + 30 Days	15% of A
5A	Presentation and Stakeholder Approval, DPG Submission Support, Final Handover and Knowledge Transfer Deliverables: S. No. 28, 30 and 31, and the DPG application submitted on the DPGA platform.	T5=T4 + 15 Days	10% of A
5B	Resolution of DPGA review observations and listing of UDSP in the DPG Registry Deliverables: S. No. 29	T5B = date of listing, or T + 6 Months, whichever is earlier	10% of A
6.	Operational / Warranty Support for Changes Made to the UDSP Application to Address Identified Gaps and Implement Internationalization (I18N). Deliverables: S. No. 36	T6=T3 + 4 Months	100% of W

Whereas,

T – Date of signing of the Contract (Effective Date).

A = total cost quoted against S. No. 1, and W = total cost quoted against S. No. 2, of the Financial Proposal table in Form 6 (Clause 10.6.2), as accepted in the Contract.

Notes:

- i. Adherence to timelines is critical for the success of the project.
- ii. The timeline for DPG authority review and final listing shall depend on the authority's review process.
- iii. The price is payable in local currency i.e. Indian Rupees.
- iv. **No advance payment** shall be made for any activity.
- v. The final documentation under Milestone 4 shall cover the final versions of all documents listed at S. No. 2 to 19, 25 and 27 of Clause 4.1.10.
- vi. The three-month operational/ warranty period shall commence from the date of successful Go-Live and shall cover defects attributable to the modifications implemented by the agency. Defects reported during the operational / Warranty Period shall be rectified at no additional cost; where a Critical defect remains unresolved beyond the SLA, the Operational / Warranty Period shall be extended by the period of non-resolution.
- vii. If the selected bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the selected bidder.
- viii. The payment shall be released within 45 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. IHAT shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by the selected bidder, when IHAT disputes such invoice or part of it, provided that such dispute is bonafide.
- ix. No payment made by IHAT herein shall be deemed to constitute acceptance by IHAT of the system or any service
- x. A Project Implementation Committee (PIC) shall be constituted by IHAT which shall be responsible for monitoring the performance of the selected bidder and recommending for the payment, including certifying the acceptance evidence for each milestone under Clause 4.1.12.
- xi. The milestones shall be achieved and paid in the sequence shown above, except that Milestone 6 follows Go-Live independently and Milestone 5B may be paid at the long-stop date. Payment against a milestone shall be released only on acceptance of its deliverables and of the deliverables of all preceding milestones. Approval of the Inception Report (S. No. 32 of Clause 4.1.10) is a pre-condition for payment of Milestone 1.
- xii. All payments shall be made only for the services and deliverables actually delivered and accepted under the Contract, at the prices and milestone percentages specified above, in Indian Rupees.
- xiii. **Retention Money (in lieu of Performance Security):** No separate Performance Security / Performance Bank Guarantee shall be required from the selected bidder. Instead, IHAT shall retain **ten percent (10%)** of the value (excluding GST) of each invoice of the selected bidder as Retention Money. The accumulated Retention Money shall be released, without interest, after **ninety (90) days** from the date of completion of the Contract (including the Operational / Warranty Period, Milestone 5B and exit management obligations, if any), subject to satisfactory performance and after adjustment of any dues, penalties or recoveries payable by the selected bidder.
- xiv. IHAT shall be entitled to forfeit the Retention Money, in whole or in part, in the event of termination of the Contract for default of the selected bidder or its failure to perform its contractual obligations, without prejudice to any other rights and remedies available to IHAT under the Contract.
- xv. The selected bidder shall submit a GST-compliant tax invoice for each milestone, enclosing the acceptance evidence for that milestone. Payments shall be made through electronic transfer (NEFT/RTGS) to the bank

account of the selected bidder, after deduction of TDS under the Income-tax Act, 1961, GST-TDS (if applicable), Retention Money, penalties and any other recoveries.

- xvi. GST shall be paid at the rate applicable at the time of invoicing. Any statutory change in the rate of GST during the Contract period shall be to the account of IHAT; all other taxes, duties and levies shall be borne by the selected bidder.

6. Service Levels and Penalty

- I. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to IHAT for the duration of this contract period of the Project.
- II. Timelines specified in the above section (Clause 4.1.12 and Payment Terms and Schedule) shall form the Service Levels for delivery of Services specified therein.
- III. All the payments to the selected bidder are linked to compliance with the SLA metrics specified in this document.
- IV. Commencement of SLA: The SLA shall come into effect from the date of signing of the Contract (Effective Date) and shall remain in force throughout the contract period until completion and acceptance of all contractual deliverables, including implementation, technical documentation, Operational / warranty support, and final handover. The selected bidder shall comply with the agreed service levels, timelines, deliverable requirements, and penalty provisions throughout the applicable period.

6.1 Service Level Agreement and Penalty for Documentation & Implementation Phase

Sr. No.	Item	Penalty
1.	Delay in submission of deliverable(s) or completion of Activity(ies) for Milestones 1, 2, 3, 4 and 5A of the Payment Terms and Schedule (Section 5), for reasons attributable to the selected bidder (excluding IHAT's review time beyond the period in Clause 4.1.12(a))	0.5% of "A" for each week of delay or part thereof, subject to a maximum of 10% of "A".

Whereas,

A = as defined in Section 5. Where the delay penalty reaches 10% of A, IHAT may treat it as an event of default under Clause 11.20. Extension of time for delays not attributable to the agency shall be granted by IHAT in writing, on a written request of the agency made within seven (7) days of the occurrence of the delay.

6.2 Service Level Agreement and Penalty for Operational / Warranty Phase

#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
1.	Critical priority calls (Incidents / Service Requests)	Critical – A defect attributable to the changes made by the selected bidder causing complete non-availability of UDSP or any of its platforms, failure of user login/authentication, or	At least 90% of Critical incidents reported during each month of the Warranty Period to be resolved within 1	Incidents resolved $\geq$ 85% and $<$ 90%	0.5% of WMP
				Incidents resolved $\geq$ 80% and $<$ 85%	0.75% of WMP

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#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
		failure of data exchange with integrated systems (e-Kavach, IHIP, UPKSK, ABDM), affecting all or most users.	working day (8 support hours) of reporting	Incidents resolved $\geq 75\%$ and $< 80\%$	1% of WMP
				Incidents resolved $\geq 70\%$ and $< 75\%$	1.25% of WMP
				Incidents resolved $< 70\%$	1.5% of WMP
2	Medium priority calls (Incidents / Service Requests)	Medium – Defect attributable to the changes made by the selected bidder causing failure of a specific module, report, indicator or feature, where the application is otherwise available or a workaround exists.	At least 90% of Medium incidents reported during each month of the Warranty Period to be resolved within 3 working days of reporting	Incidents resolved $\geq 85\%$ and $< 90\%$	0.25% of WMP
				Incidents resolved $\geq 80\%$ and $< 85\%$	0.5% of WMP
				Incidents resolved $\geq 75\%$ and $< 80\%$	0.75% of WMP
				Incidents resolved $\geq 70\%$ and $< 75\%$	1% of WMP
				Incidents resolved $< 70\%$	1.25% of WMP
3	Low priority Incidents / Service Requests	Low – Defect in the changes made by the selected bidder causing cosmetic issues (including I18N text/layout issues), minor UI/content corrections, suggestions and routine service requests not affecting data accuracy or functionality.	At least 90% of Low incidents reported during each month of the Warranty Period to be resolved within 5 working days of reporting	Incidents resolved $\geq 85\%$ and $< 90\%$	0.1% of WMP
				Incidents resolved $\geq 80\%$ and $< 85\%$	0.2% of WMP
				Incidents resolved $\geq 75\%$ and $< 80\%$	0.3% of WMP
				Incidents resolved $\geq 70\%$ and $< 75\%$	0.4% of WMP
				Incidents resolved $< 70\%$	0.5% of WMP

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#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
4	Application Up-Time	$\text{Uptime (\%)} = \frac{[(\text{Total minutes in the month} - \text{Approved planned downtime}) - \text{Unplanned downtime attributable to the selected bidder's changes}]}{(\text{Total minutes in the month} - \text{Approved planned downtime})} \times 100$	Monthly Application Uptime $\geq 98\%$	Uptime $\geq 97.5\%$ and $< 98\%$	0.5% of WMP
				Uptime $\geq 97\%$ and $< 97.5\%$	1% of WMP
				Uptime $\geq 96.5\%$ and $< 97\%$	1.5% of WMP
				Uptime $< 96.5\%$	2% of WMP
5	Application Security	An incident where the system is compromised or there is unauthorised access/use or data theft, attributable to a vulnerability, misconfiguration or negligence on the part of the selected bidder	Reporting to IHAT within 2 hours of detection, support to IHAT for reporting to CERT-In within 6 hours, and investigation, containment and mitigation supported by evidence	per incident	2% of WMP

Whereas,

Operational / Warranty Milestone Payment (WMP) = the payment due against Milestone 6 of the Payment Terms and Schedule (Section 5), i.e., 100% of W.

Notes:

- i. The selected bidder shall submit a monthly SLA compliance report (generated from the helpdesk/ticketing and monitoring tools) within 7 working days after the end of each month, and a consolidated SLA report for the Warranty Period along with the invoice for Milestone 6.
- ii. All incidents shall be logged through a helpdesk/ticketing tool (with email and telephone support) provided by the selected bidder, which shall record the time of reporting, priority, response and resolution of each incident. The priority of an incident shall be assigned by IHAT in consultation with the selected bidder. Support hours shall be 9:30 AM to 6:00 PM on working days for all incidents; resolution time shall be counted only within the applicable support hours.

- iii. All reports must be made available to IHAT, as and when the report is generated or as and when asked by the competent authority.
- iv. Any dispute regarding the computation of SLA or penalties shall be resolved as per the Resolution of Disputes clause of the Contract.
- v. The uptime shall be calculated on a monthly basis. The following shall not be counted as downtime:
 - a. Downtime due to failure of the cloud infrastructure, network, hardware or software provided or owned by IHAT (including the IHAT-provided cloud hosting environment).
 - b. Negligence or other conduct of IHAT or its agents, including a failure or malfunction resulting from applications or services provided by IHAT or its vendors.
 - c. Failure or malfunction of any equipment or services not provided by the selected bidder.
 - d. Non-availability or delay of external services (such as the SMS/OTP gateway), not attributable to the selected bidder.
 - e. Planned maintenance downtime approved in advance by IHAT (to be scheduled preferably outside working hours).
- vi. However, the onus is on the selected Bidder to establish that the outage is attributable to any of the above exclusions, by submitting supporting evidence (system logs, monitoring reports or incident notices of the cloud service provider), and the exclusion shall be allowed upon verification and approval by the designated official of IHAT.
- vii. The total penalty shall not exceed 10% of the WMP. Penalties shall be deducted from the payment due against Milestone 6 and, if insufficient, from the Retention Money.
- viii. If the total penalty reaches the cap during the Operational / Warranty Period, or any Critical defect remains unresolved for more than five (5) working days, it shall be deemed an event of default, and IHAT may, in addition to its rights under Clause 11.20, get the defect rectified through another agency at the risk and cost of the selected bidder, recoverable from the Retention Money or any amount due.
- ix. In case of unsatisfactory performance of the agency, IHAT reserves the right to terminate the Contract and forfeit the Retention Money, in whole or in part.
- x. It is the right of IHAT to bring/ deploy any external resources/agencies at any time for SLA review
- xi. No Carry forward of any penalties of SLA calculations can be done from any of the preceding months
- xii. The selected bidder shall deploy sufficient resources suitably qualified and experienced offsite to meet the SLA, as required. The selected bidder shall appoint as many team members as deemed fit by them, to meet the time schedule and SLA requirements. The resources shall ordinarily work off-site from the premises of the selected bidder; IHAT shall not provide office space, and all costs of office space, equipment, travel for meetings at Lucknow and other incidental expenses shall be borne by the selected bidder. Key resources shall be available at IHAT, Lucknow for meetings, UAT and training as and when required.

7. Instruction to bidders

7.1 Bid Data Sheet

Sl. No.	Particular	Details / Deadline
1.	Issuance of RFP document	25-10-2026
2.	Pre-Bid meeting with bidders	Online pre-bid meeting on 29-October-2026 at 1500 hours Meeting Link: https://zoom.us/j/97223782179?pwd=oShCCaJrXzkHHbnCYLbrJZaCxlADnr.1 Meeting ID: 972 2378 2179 Passcode: 567494
3.	Last date for submission of pre-bid queries (by email only)	31-October-2026, at procurement@ihat.in
4.	Response to Queries	Within three (3) working days from the date of the pre-bid meeting, by email and on the IHAT website (www.ihat.in)
5.	Last date and time for bid submission	15-November-2026, 2400 hours
6.	Date and time for opening of technical bids	16-November-2026, 1200 hours at IHAT office, Lucknow
7.	Presentation by bidder on technical proposal	To be intimated later by email to the eligible bidders
8.	Date and time for opening of Financial bids	To be intimated by email to the technically qualified bidders
9.	Validity of Proposal	Proposals must remain valid for 90 days from the last date of bid submission
10.	Address for submission of Bids (hard copy)	India Health Action Trust (IHAT) 404, 4th Floor, Ratan Square, No. 20-A, Vidhan Sabha Marg, Lucknow, PIN- 226001
11.	Contact Details (for pre-bid queries, clarifications and online submission of bids through email)	Email: procurement@ihat.in
12.	RFP Document Fee (non-refundable)	NA
13.	Earnest Money Deposit (EMD)	Not applicable. In lieu of EMD, all Bidders shall submit a Bid-Securing Declaration as per Form 11 (refer Clause 7.9).
14.	Performance Security	Not applicable. Retention money is taken in lieu of a Performance Security
15.	Retention	10% of each invoice value under Price Schedule , taken in lieu of a Performance Security
16.	Mode of submission of Bids	(a) Online through email at procurement@ihat.in , as password-protected and encrypted files (passwords to be provided only at the time of bid opening); OR (b) Hard copy in sealed envelopes at the address at Sl. No. 10. Bids must be received on or before the last date and time of bid submission, as per Clause 7.9.
17.	Method of selection	Quality and Cost Based Selection (QCBS) with Technical : Financial weightage of 70 : 30

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of a bid shall be deemed to have been done after careful study and examination of the RFP document with a full understanding of its implications. The response to this RFP should be complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

7.2 Responsibility of Bidders

The Bidder shall be responsible for meeting all obligations and the delivery of products and services mentioned in this RFP. The Bidder would also be responsible for ensuring the successful execution proposed solution including meeting the SLAs. The Bidder will be responsible for the supply, delivery and installation of all products and services submitted in their proposal. It is the responsibility of the Bidder to ensure that it is compliant with all the clauses as mentioned in the bid, failing which the bid can be disqualified. The Bidder must possess the technical know-how and the financial wherewithal required to successfully provide the services sought by IHAT for the entire period of the contract, and its Bid must be complete in all respects and conform to all the requirements, terms and conditions and specifications stipulated in this RFP.

7.3 Proposal Preparation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by IHAT to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. IHAT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the Bidder shall become the property of the IHAT and may be returned at its sole discretion.

7.4 Pre-bid Meeting

7.4.1. Bidders Queries

Any clarification regarding the RFP document and any other item related to this project shall be submitted to IHAT only by email at procurement@ihat.in, on or before the date and time mentioned in the Bid Data Sheet. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet shall not be entertained by IHAT. Further, IHAT shall reserve the right to issue responses/clarifications/ corrigendum. The pre-bid queries should be submitted in the format as mentioned below, along with the name and details of the Bidder submitting the queries.

S.No	Page No	Section (Name & No.)	Statement as per RFP	Query by Bidder	Justification for query (if any)
1					
2					
3					
4					

7.4.2. Responses to Pre-Bid Queries and Issue of Corrigendum

IHAT will organize a Pre-Bid meeting on the date, time and venue mentioned in the Bid Data Sheet and may respond to any request for clarifications on, and/or modifications of, this RFP. IHAT shall respond to the pre-bid queries within **three (03) working days** from the date of the Pre-Bid meeting, by email to the bidders and by publishing the responses on the IHAT website (www.ihat.in), without identifying the source of the queries.

Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry valid proof of identification for verification before the commencement of the pre-Bid Conference. Also, no separate meetings/conferences will be conducted for any organization which has downloaded/obtained the RFP at a date later than the dates for the above events.

The IHAT will endeavour to provide a timely response to all the queries. However, IHAT 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 posted by the Bidders. 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 IHAT exclusively through a corrigendum, which shall be published on the IHAT website (www.ihat.in) and communicated by email to the bidders who have submitted pre-bid queries/attended the Pre-Bid meeting. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by IHAT at the sole discretion of IHAT.

7.5 Amendment of the RFP Document

At any time prior to the deadline for submission of bids, IHAT may, for any reason, modify the Bid Document by an amendment/corrigendum. All amendments shall be published on the IHAT website (www.ihat.in) and communicated by e-mail from **procurement@ihat.in** to the bidders who have submitted pre-bid queries/attended the Pre-Bid meeting. The Bidders are also advised to visit the IHAT website (www.ihat.in) on a regular basis for checking necessary updates. IHAT also reserves the right to amend the dates mentioned in this Bid Document for the bid process and may, at its discretion, extend the last date for the receipt of Bids.

7.6 Bid Validity Period

- i. Bid shall remain valid for the time mentioned in the Bid Data Sheet.
- ii. IHAT may request the Bidder(s) for an extension of the period of validity. The Bid-Securing Declaration shall continue to apply for the extended validity period of a Bidder who agrees to the extension.

7.7 Rights to Terminate the Process

IHAT may terminate the RFP process at any time and without assigning any reason. IHAT makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by IHAT. The bidder's participation in this process may result in IHAT selecting the bidder to engage in discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the IHAT to execute a contract or to continue negotiations. IHAT may terminate negotiations at any time without assigning any reason.

7.8 Language of Bid

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and IHAT, shall be written and communicated in English language

7.9 Submission of Bids

- i. A Two-Envelope (Two-Bid) System will be followed for this RFP with **Quality & Cost Based Selection (QCBS)**. The Bid shall comprise (i) the Eligibility-cum-Technical Proposal and (ii) the Financial Proposal, which shall be submitted separately as specified below.
- ii. **Mode** of submission: Bids may be submitted either (a) online through email, or (b) in hard copy, so as to reach IHAT on or before the last date and time of bid submission specified in the Bid Data Sheet. Bids received after the deadline, through either mode, shall not be accepted.

(a) Online submission through email:

- i. The Bid shall be emailed only to **procurement@ihat.in** with the subject line **“Bid for Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory– <Name of Bidder>”**.
- ii. The Eligibility-cum-Technical Proposal and the Financial Proposal shall be submitted as two separate files (PDF, or ZIP archives containing PDF files), each encrypted and password-protected using **AES-256** (or equivalent) encryption, with different passwords for the two files. The scanned documents shall be signed and stamped by the authorised signatory on every page.
- iii. The passwords shall NOT be sent with the Bid. The authorised representative of the Bidder shall provide the password of the Technical Proposal at the time of opening of the Technical Bids, and the password of the Financial Proposal at the time of opening of the Financial Bids, when called upon by the Bid Opening Committee of IHAT, in person or by telephone/email/video-conference. If the password is not furnished within thirty (30) minutes of the request, or the file cannot be opened with the password furnished, or the file is found corrupted, the Bid shall be treated as **non-responsive** and rejected.
- iv. Where the size of the files exceeds the **email limit (25 MB)**, the Bid may be sent in multiple emails, clearly numbered (e.g. “Email 1 of 3”). The time of receipt recorded on IHAT’s email server shall be final. IHAT shall not be responsible for any delay, non-delivery or corruption of emails for any reason whatsoever.
- v. Bidders submitting through email shall enclose the signed Bid-Securing Declaration (Form 11) with the Technical Proposal file.

(b) Hard copy submission:

- i. The Bid shall be submitted in a sealed outer envelope containing two separately sealed envelopes: Envelope A – **“Technical Proposal” (one signed original, along with a soft copy in PDF format on a pen drive)**; and Envelope B – **“Financial Proposal”**. *The Financial Proposal or any price information shall not be included in Envelope A or in the pen drive, failing which the Bid shall be rejected.*
- ii. Each envelope shall be superscribed with the name of the assignment **“Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory”**, the name and address of the Bidder, and the words **“NOT TO BE OPENED BEFORE THE DATE AND TIME OF TECHNICAL BID OPENING”**. If the envelopes are not sealed and marked as above, IHAT will not assume any responsibility for their misplacement or premature opening.
- iii. All pages of the Bid shall be serially numbered, signed and stamped by the authorised signatory, and the Bid shall contain an index of documents.
- iv. Hard copy Bids shall be delivered by hand, registered post/speed post or courier at the address given in the Bid Data Sheet on or before the last date and time of bid submission. **IHAT shall not be responsible for any postal/courier delay.**
- iii. **Bid-Securing Declaration:** No RFP Document Fee or EMD is payable. In lieu of EMD, every Bidder shall submit, with its Technical Proposal, a Bid-Securing Declaration as per Form 11, accepting suspension from any procurement of IHAT for two (2) years if it (i) withdraws or modifies its Bid after the deadline and during the bid validity; (ii) being the selected Bidder, fails to accept the LoA or sign the Contract within the stipulated time; or (iii) is found to have furnished false or misleading information or indulged in corrupt, fraudulent, collusive or coercive practices. Bids without the Bid-Securing Declaration shall be rejected.
- iv. The Financial Proposal shall be submitted strictly in the format provided at Form 6 (Section 10.6) of this RFP. The Bidders should necessarily submit their Financial Proposals in the format provided and no other format will be acceptable.
- v. **Modification, substitution and withdrawal:** A Bidder may modify, substitute or withdraw its Bid after submission, but prior to the last date and time of bid submission, by a written notice duly signed by the

authorised signatory, sent by email to **procurement@ihat.in** or delivered in hard copy. A modified or substitute Bid shall be complete in all respects and clearly marked “MODIFICATION” or “SUBSTITUTION”. In such a case, the latest Bid received before the deadline shall be considered for evaluation.

- vi. No Bid shall be modified, substituted or withdrawn after the last date and time of bid submission. Withdrawal of a Bid between the bid submission deadline and the expiry of the bid validity period shall result in invocation of the Bid-Securing Declaration.
- vii. Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority at the contact details indicated at Sl. No. 11 of the Bid Data Sheet.

Opening of Bids: The Technical Bids shall be opened on the date and time specified in the Bid Data Sheet at the office of IHAT, Lucknow, in the presence of the authorised representatives of the Bidders who choose to attend, in person or online (link to be shared by email). The Financial Bids of the technically qualified Bidders shall be opened on a date and time communicated to them by email. The Bids received through email shall be downloaded and opened only at the time of bid opening, using the passwords furnished by the Bidders.

7.10 Evaluation Process

The evaluation process to be adopted by IHAT is specified in Section 8 (Eligibility and Evaluation Criteria) of this RFP. The evaluation shall be carried out strictly in accordance with the eligibility and evaluation criteria specified in this RFP, as amended by corrigendum (if any), and no other criteria shall be applied.

IHAT may seek written clarification from any Bidder on its Bid; no change in the substance of the Bid or in the price shall be sought, offered or permitted. IHAT may waive a minor non-conformity and may ask a Bidder to submit, within **five (5) working days**, a missing document that establishes a fact that existed on the last date of bid submission (for example, an unsigned page or a certificate already valid on that date). This shall not be used to admit any experience, turnover, certification or personnel that the Bidder did not have on the last date of bid submission.

7.11 Right to Accept/Reject any or all Proposals

IHAT reserves the right to reject any Proposal that is **non-responsive** or does not conform to the requirements of this RFP, and to annul the bidding process and reject all Proposals at any time prior to award of Contract, in accordance with this RFP, without thereby incurring any liability to the affected Bidder or Bidders. The reasons for rejection of a Proposal shall be communicated to the concerned Bidder on written request.

If only one Proposal is received, or only one Bidder qualifies technically, IHAT may re-invite Proposals. If the same situation arises again, IHAT may proceed with that Bidder if its price is found reasonable when compared with the estimate and comparable contracts, after recording its reasons.

7.12 Notification of Award and Signing of Contracts

Prior to the expiration of the period of proposal validity, IHAT shall notify the selected Bidder in writing, by email and/or letter, that its proposal has been accepted, through issuance of a Letter of Acceptance (LoA). The selected Bidder shall convey its unconditional acceptance of the LoA within **seven (7) days** of its issuance and shall sign the Contract, as per the Draft Contract Agreement at Annexure A, on non-judicial stamp paper of the applicable value at its own cost, within **fifteen (15) days** of issuance of the LoA. The date of signing of the Contract shall be the Effective Date, and all reference timelines for the execution of the project and the payments to the Bidder shall be reckoned from the Effective Date (T). Upon the selected Bidder signing the Contract with IHAT, IHAT will promptly notify each unsuccessful Bidder. The outcome of the technical evaluation and the award of Contract shall be communicated by email to all participating Bidders and published on the IHAT website (www.ihat.in).

7.13 Failure to agree with the Terms and Conditions of the Bid

Failure of the selected Bidder to accept the LoA or to sign the Contract within the stipulated time, or to agree with the Terms and Conditions of the Bid, shall constitute sufficient grounds for the annulment of the award and invocation of the Bid-Securing Declaration. In such an event, IHAT may award the Contract to the next ranked Bidder as per Clause 8.6.

7.14 Terms and Condition of the Tender

Bidder is required to refer to the Draft Contract Agreement given at Annexure A of this RFP Document, for all the terms and conditions (including project timelines) to be adhered by the successful Bidder during Project Implementation and Post implementation period.

7.15 Grievance Redressal

A Bidder aggrieved by the technical evaluation or the selection may submit a written representation to the Grievance Redressal Officer, IHAT, by email to **procurement@ihat.in**, within **two (2) working days** of the communication of the result concerned, stating the grounds and enclosing evidence. IHAT shall decide the representation within **five (5) working days** and its decision shall be final. A representation shall not suspend the process unless IHAT so decides, and no representation shall be entertained after the Contract is signed.

8. Eligibility and Evaluation Criteria:

Interested bidders must carefully read the minimum criteria of eligibility provided herein. Bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation.

To be eligible for evaluation of its Bid, the bidder shall fulfil the following:

8.1. Eligibility Criteria

#	Basic Requirement	Eligibility criteria for Bidder	Documents required
1.	Legal Entity	The bidder, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956/2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for a minimum of three years (till bid submission date)	a) Copy of Certificate of Incorporation. b) GST certificate c) PAN Card
2.	Financial Standing	The Bidder should have an average annual turnover of minimum of Rs. 80 lakhs from IT/IT-enabled services (ITeS) including but not limited to O&M for the last three financial years (FY 2023-24, 2024-25 & 2025-26)	Copy of audited Balance Sheet and Profit & Loss statement with the signature and seal of the Statutory Auditors, along with the certificate of the Statutory Auditor/Chartered Accountant (with UDIN) as per Form 3
3.	Positive Net Worth	The Bidder should have a positive net worth in each of the last three audited financial years (FY 2023-24, 2024-25 & 2025-26)	Copy of audited Balance Sheet and Profit & Loss statement with the signature and seal of the Statutory Auditors, along with the certificate of the Statutory Auditor/Chartered Accountant (with UDIN) as per Form 3
4.	Technical Capability	Herein “Similar nature” is defined as experience in designing, developing, Upgrading , integrating, customizing & maintaining Web-based Applications for any Government department, PSU, autonomous body, development partner or not-for-profit organisation in India. Must have successfully completed at least the following numbers of similar nature projects of the value specified herein (excluding AMC/O&M component, if any) during the last five (5) years as on the date of publication of this RFP: - One project of similar nature with equal or more than the amount of Rs. 32 Lakhs; OR - Two projects of similar nature with equal or more than the amount of Rs. 24 Lakhs each; OR - Three projects of similar nature with equal or more than the amount of Rs. 20 Lakhs each	1. Certificate from the client of satisfactory completion of the project 2. Purchase Order/Work Order/LOI. Bidder to submit the outline of relevant experience as per Form 2
5.	Resources	The bidder must have the strength of at least 25 IT Professionals including • Project Managers. • Solution Architects.	Certificate from HR on the letterhead of the bidder, countersigned by the authorised signatory, certifying the IT Professionals on its payroll as on the date of submission of this bid, as per

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#	Basic Requirement	Eligibility criteria for Bidder	Documents required
		• Software Developers • Web Designers • QA Engineers. • DevOps and Cloud Engineers	Form 9, supported by the EPF ECR/challan for the month preceding the bid submission.
6.	Certifications	Marks shall be awarded in the technical evaluation for the following certifications: • CMMI Level 3 or above • ISO/IEC 20000-1:2018/ISO 9001:2015 • ISO/IEC 27001:2022	Copy of valid certificate(s), if any
7.	Power of Attorney	Power of Attorney against the authorized official	Bidder to provide Power of Attorney in name of the authorized official responsible for signing the letters and other documents on behalf of bidder as per Form 10
8.	Blacklisting	The bidder should not have been blacklisted by any Private/PSU/Central Govt/State Govt. or any other Organization or agencies in India at the time of submission of the bid.	Letter from authorized signatory on the letterhead of bidder regarding non-blacklisting as per Form 8
9.	Compliance	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought.	Declaration in this regard by the authorized signatory of the Bidder as per Form 8
10.	Consortium/JV/Sub-Contract	A consortium / Joint venture of Companies and Sub-Contracting to any third party is not allowed to bid for this project.	Self-undertaking

Bidder needs to provide the compliance as per Form 4 (Eligibility Criteria Checklist) and Form 5 (Technical Evaluation Checklist) provided in the RFP

Note:

1. Tenders satisfying the following essential conditions will only be considered for further processing. In absence of the proof of the following supportive document, the tender will not be considered, (which are mandatory requirements).
2. **Definition of IT Professional:** For the purpose of this RFP, "IT Professional" means a person on the payroll of the Bidder as a full-time employee (covered under EPF) as on the date of bid submission, holding a degree/diploma in Engineering/Technology (B.E./B.Tech/M.E./M.Tech/Diploma), Computer Applications (MCA/BCA), Computer Science/IT (B.Sc/M.Sc), Design (B.Des/M.Des) or equivalent, and engaged in software design and development, web/mobile application development, UI/UX design, testing/quality assurance, database/server/cloud administration, systems integration or IT project management. Contractual, outsourced, retainer/consultant, intern and trainee staff, and employees of affiliates, subsidiaries or group companies, shall not be counted.

8.2. Technical Proposal

Bidders shall submit the Technical Bid in the formats specified in Form 1 - (the "**Technical Bid**"). Bidder shall furnish as part of Technical Bid, documents establishing its technical qualification as specified in Form 1, to be eligible for the IT

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Service provider. The Bidder shall submit all documentary evidence in a pdf format in support of the information furnished, as given below.

- i Technical proposal of those bidders will be evaluated, who qualify the Eligibility criteria.
- ii In this part, the technical bid will be reviewed for determining the Eligibility of the Bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this tender.
- iii Only those Bidders who touch or cross the threshold level of **70%** in Technical Evaluation (TE) indicated below and adhere to the IHAT's technical requirements shall be considered for Financial Evaluation (FE).
- iv No marks shall be assigned for the technical evaluation parameter in the absence of any response on the parameter
- v The evaluation committee will evaluate the Technical Proposals based on the technical evaluation criterion as provided below:
- vi **The Technical Proposal shall contain:** (a) understanding of the assignment and approach and methodology; (b) work plan mapped to the milestones in Section 5; (c) CVs of the Key Personnel as per Clause 4.1.14 with commitment of availability; (d) the I18N approach for the in-scope modules; (e) list of any pre-existing tools/components proposed to be incorporated in UDSP, with their licences; and (f) Forms 1 to 5 and 7 to 11 with supporting documents. No price information shall be included.

The Bidder's technical proposal will be evaluated as per the requirements specified in the RFP and adopting the following evaluation criteria

Technical Evaluation – Summary of Marks

Sl. No.	Criteria for Technical Evaluation	Maximum Marks
1.	Company profile of the Bidder	10
2.	Relevant Strengths of the Bidder	40
3.	Resource Strength	10
4.	Certification	10
5.	Technical Presentation	30
	Total Marks	100

Technical Evaluation – Matrix

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting
1	COMPANY PROFILE		10	
A	Average annual turnover from IT/ITeS services (including design, development, customization, integration and maintenance of web/mobile applications) during the last three financial years (FY 2023-24, 2024-25 & 2025-26) (Turnover in INR)	a) >= Rs. 2 crore = 10 marks b) >= Rs. 1.2 crore and < Rs. 2 crore = 7 marks c) >= Rs. 80 lakh and < Rs. 1.2 crore = 5 marks	10	Certificate from the Statutory Auditor/Chartered Accountant (with UDIN) as per Form 3, indicating the turnover from IT/IteS services; along with Extracts from the audited Balance Sheet and Profit & Loss statements
2	RELEVANT STRENGTHS		40	
a	Experience in Design, Development, Integration, Customization, Hosting & Maintenance of Web Applications and Mobile Applications for any Government department, PSU, autonomous body, development partner or not-for-profit organisation in India , to be demonstrated in engagements, each of value INR 20 Lakhs or above (excluding AMC/O&M component, if any), that have either been completed, or are ongoing projects where deliverables or milestones have been successfully met, relevant to the experience. The work order should have been issued within the last 5 years as on the date of publication of this RFP.	Marks shall be awarded as follows: a) 1 project = 10 marks b) 5 marks for each additional project over and above 1 project c) Maximum 30 marks (i.e., 5 or more projects = 30 marks) d) No qualifying project = 0 marks	30	For Completed Projects: Completion Certificates from the client AND Work Order For Ongoing Projects for more than 10 months: Work Order + Phase Completion Certificate & Feedback from the client
b	Experience in Design, Development, Integration, Customization, Hosting & Maintenance of Web Applications and Mobile Applications for any Government department, PSU, autonomous body, development partner or not-for-profit organisation in India , to be demonstrated in engagements in health sector that have either been completed, or are ongoing projects where deliverables or milestones have been successfully met, relevant to the experience. The work order should have been issued within the last 5 years as on the date of publication of this RFP.	Marks shall be awarded as follows: a) 1 project = 5 marks	10	For Completed Projects: Completion Certificates from the client AND Work Order For Ongoing Projects for more than 10 months: Work Order + Phase Completion Certificate & Feedback from the client
3	RESOURCE STRENGTH		10	

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting
a	Number of IT Professionals on the payroll of the Bidder (as defined under Clause 8.1): Bidder must have a minimum of 25 IT Professionals (Project Managers, Web Developers, Server/Cloud administrators, Android/iOS Developers, Integration Experts, UI/UX Designers, Quality Analysts)	HR Certificate on company letterhead as per Form 9. a) >= 75 IT Professionals: 10 marks b) >= 50 and < 75 IT Professionals: 7 marks c) >= 25 and < 50 IT Professionals: 5 marks	10	HR Certificate as per Form 9,
4	CERTIFICATION		10	
a	The Bidder may have the following certifications (desirable): a) CMMI Level 3 or above b) ISO 9001:2015 c) ISO/IEC 27001:2022 d) ISO/IEC 20000-1:2018	Marks will be awarded for the number of certificates as mentioned below: a) All 3 certificates: 10 marks b) Any 2 certificates: 7 marks c) Any 1 certificate: 4 marks	10	Valid Certification copy to be provided
5	TECHNICAL PRESENTATION		30	
A	Technical Presentation (30 minutes) A. Approach and Methodology: Understanding of the scope, work plan, implementation strategy, timelines and risk mitigation plan. B. Technical Approach: Assessment of the existing UDSP application, DPG gap assessment and remediation, I18N implementation, required code/database/configuration changes, and testing methodology. C. DPG Indicators and Documentation: Approach for assessing all nine DPG indicators, preparing indicator-wise documents, compiling supporting evidence and preparing complete technical documentation. D. Application Testing and Quality Assurance: Testing of implemented changes, regression testing, defect resolution and validation before Go-Live. E. DPG Listing Support and Compliance: Approach for completing the DPG application, uploading documents, addressing observations and supporting the listing process.	A technical evaluation committee will evaluate the technical presentation and give the marks. The presentation shall be made by the proposed Team Lead / Project Manager.	30	

#	Evaluation Criteria	Criteria	Maximum marks	Supporting
	F. Handover, Training and Knowledge Transfer: Approach for handing over updated source code, technical documents and relevant materials, and providing training and knowledge transfer to the designated team.			

8.3. Criteria for Evaluation of Bidders

The successful Agency will be chosen based on the basis of **QCBS** (Quality & Cost Based Selection) with the Technical and Financial weightage at 70 and 30 respectively

- Stage 1 – Technical Bid Evaluation
- Stage 2 – Financial Bid Evaluation

Stage 1 – Technical Bid Evaluation

- The technical evaluation emphasizes on the degree of confidence of the Evaluation Team in the proposal content and the Bidder's capability to deliver the outputs effectively.
- This evaluation shall be carried out on a total score of 100 on the basis of the following mentioned criteria.

Stage 2: Financial Bid Evaluation

- Financial bid of only those bidders shall be considered who qualify the technical evaluation.
- The Financial Bids of the technically qualified bidders shall be opened on the date and time communicated to them by email, in the presence of their authorised representatives who choose to attend (in person or online). For Bids submitted through email, the password of the Financial Proposal file shall be sought from the Bidder at that time.
- IHAT will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.
- The bidder with the lowest Total Cost (inclusive of GST) as per the Financial Proposal (Form 6) (L1) shall be awarded a score of 100 (amongst the bidders that qualified on the basis of Technical evaluation). Financial scores for bidders other than L1 will be evaluated using the following formula:

Financial score of Bidder (SF) = {(Lowest price of Financial Proposal of L1/Price of the Financial Proposal of the bidder under consideration) X 100}

(Figures shall be adjusted to two decimal places)

Final evaluation (shortlisting of bidder)

The Total Cost quoted in the Financial Proposal shall be considered for financial scoring purposes.

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- i. Points obtained by the Agency for both Technical (70) as well as Financial (30) scores would be clubbed for the final selection.
- ii. The agencies will be ranked based on their Total Score and the agency scoring the highest points shall be selected.

Table: Marks for evaluation

S.No.	Evaluation	Marks
1	Technical Evaluation	70
2	Financial Evaluation	30
Total		100

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Wherein,

- S= is the combined score
- ST = Technical score of the bidder
- SF= Financial score of the bidder

TW and FW = Weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

The Selected Applicant shall be the first ranked Applicant (having the highest combined score).

The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified.

Note:

The bidder will first be evaluated basis their technical capabilities. Only if the bidder secures greater than or equal to 70/100 marks in the Technical score, will he/she be eligible for calculation of financial scores.

In the event the composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

8.4. Pre-Bid Queries

The agencies may submit their consolidated list of queries to Procurement@ihat.in ,on or before the date and time given in the Bid Data Sheet, in the format given in Clause 7.4.

8.5. Bid Submission Deadline

As per the Bid Data Sheet (Sl. No. 5).

Interested agencies are advised to submit the Technical and Financial Proposals along with all required documents, either online through email at procurement@ihat.in (as password-protected and encrypted files) or in hard copy (in separate sealed envelopes) at the below-mentioned address, as per Clause 7.9. Please mention **"Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory"** on the sealed envelopes / in the subject line of the email.

Deputy Director (ICT)

India Health Action trust

404, 4th floor & 505, 5th Floor, Ratan Square

No. 20-A, Vidhan Sabha Marg

Lucknow-226001, Uttar Pradesh, India

Bids submitted through email shall be sent to (Procurement@ihat.in), as per Clause 7.9.

8.6. Award of Contract

The selected Bidder shall be notified through a Letter of Acceptance (LoA) as per Clause 7.12. The Contract shall be signed as per the Draft Contract Agreement at Annexure A, incorporating all agreements between the parties, and the selected Bidder shall initiate the execution of the work as specified in the Contract from the Effective Date.

If the first ranked Bidder fails to accept the LoA or to sign the Contract within the stipulated time, its Bid-Securing Declaration shall be invoked and IHAT may invite the second ranked Bidder for discussions and award of the Contract at its own quoted price, or cancel the process. IHAT shall not require the second ranked Bidder to match the price of the first ranked Bidder.

On completion of the process of selection, the selected Bidder shall execute the Contract with IHAT within **fifteen (15) days** of issuance of the LoA.

9. General Instructions and Consideration

- i. The Client (called "IHAT") will select an organization/agency/vendor in accordance with the method of selection specified in the RFP.
- ii. The Applicants are invited to submit Technical and Financial Proposals (collectively called - the Proposal), for the services required for the Assignment.
- iii. The Proposal will form the basis for the grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work of this RFP.
- iv. IHAT requires that the Applicant hold IHAT's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of IHAT and the Project.
- v. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Evaluation Process, including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHAT or any other costs incurred in connection with or relating to its Proposal.
- vi. It is the IHAT's policy that the Applicants observe the highest standard of ethics during the Evaluation Process and execution of work/assignment. In pursuance of this policy, the IHAT:
 - will reject the proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question.
 - will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and executing the work order.

- vii. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP (prior to the signing of the Contract), the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of **thirty (30) days** from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by ED, TSU, whose decision shall be final. Disputes after the signing of the Contract shall be governed by Clause 11.14 of the Draft Contract Agreement.
- viii. The Agencies shall submit their proposal in two separate covers namely, Technical Proposal and Financial Proposal (as separate sealed envelopes in case of hard copy submission, or as separate password-protected and encrypted files in case of email submission), as per Clause 7.9. The technical evaluation will be carried out first and then a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicants will be thereafter opened.
- ix. **Number of Proposals:** No applicant shall submit more than one Proposal. A modification or substitution of a Proposal submitted before the bid submission deadline as per Clause 7.9 shall not be treated as a second Proposal; in such a case, the latest Proposal received before the deadline shall be considered.
- x. **Misrepresentation of the content of RFP/ improper response** by the applicant may lead to the disqualification of the applicant. If such disqualification/ rejection occurs after the proposals have been opened and the highest-ranking applicant gets disqualified/ rejected, then the IHAT reserves the right to consider the next best applicant, or take any other measure as may be deemed appropriate at the sole discretion of the IHAT.
- xi. **Acknowledgement by Applicant:**
It shall be deemed that by submitting the Proposal, the applicant has:
 - made a complete and careful examination of the RFP;
 - Received all relevant information requested from IHAT;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHAT;
 - satisfied itself about all matters, things and information, including matters hereinabove, necessary and required for submitting an informed application and performance of all of its obligations there under;
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in term hereof.

IHAT and/ or its advisors/ employees shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the IHAT and/ or its employee.

10. Bid Submission Forms & Proformas

10.1. Form 1: Letter of Technical Proposal Submission Form

[Bidders are required to submit the covering letter as given here on their letterhead]

[Location, Date]

To,

India Health Action Trust,
404, 4th Floor, Ratan Square Building,
Vidhan Sabha Marg, Lucknow,
226001

RFP dated [DD.MM.2026] for Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory

Sir,

With reference to your RFP Document dated [date], we <name of agency>, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for **Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory**. The Proposal is unconditional and unqualified.

We are submitting our Proposal as **[name of the applicant]**.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that IHAT will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to IHAT any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. We acknowledge the right of IHAT to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project, assignment or contract by any

public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:

- a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
- b) We do not have any conflict of interest in accordance with the terms of the RFP;
- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with IHAT or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- 7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
- 8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- 10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against any of our Directors/ Managers/ employees.
- 11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IHAT in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
- 12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
- 13. The Financial Proposal is being submitted in a separate sealed envelope / separate password-protected file. This Technical Proposal read with the Financial Proposal shall be binding on us.
- 14. We agree and undertake to abide by all the terms and conditions of the RFP Document.
- 15. We confirm that the Key Personnel proposed in our Technical Proposal shall be available for the assignment as per our work plan and shall not be replaced without the prior written approval of IHAT.

Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

10.2. Form 2: Outline of the Relevant Experience

Project Title: (Attach separate sheet for each project)	
Project Location:	
Name and address of the client:	Duration of the Assignment:
Approx. value of the contract (In current INR):	
Type of Project	Government, semi-government or multilateral organization:
Whether project was dealing in public health	Yes/No
Start Date (month/year):	End Date (month/year):
Team size deployed for the project	
Narrative description of the Project:	
Description of the actual services provided by the staff within the assignment	
Relevance of Assignment	

*Please attach copy of work order/completion certificate for each assignment.

Signature:

Name & Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency:

Date:

The following project experience details to be filled by the Bidders for Technical Evaluation:

Summary of experience in similar projects

S.No	Name of the project	Name of the client	Type of Project (Design and Development of Web and Mobile based Application; AMC, if any,	Year of commencement of operations	Was project related to public health (Y/N)	Year of end of operations (if any)	Value of Works executing/executed (excluding
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			may be part of the larger project)				AMC cost, if any)

10.3. Form 3: Financial Capacity of Bidder

(To be certified by the statutory auditor)

(In Rs. Lakhs)

FY	Bidder Name	Net Worth	Average Turnover of Three Financial Years Immediately Preceding the Bid (i.e. FY 2025-26, 2024-25, 2023-24)
2025-26			
2024-25			
2023-24			

Signature of Statutory Auditor

Name of Statutory Auditor (with UDIN)

Name of Company

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with to the RFP. The financial statements shall:
 - a) reflect the financial situation of the Bidder
 - b) be audited by a statutory auditor
 - c) be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

10.4. Form 4: Eligibility Criteria Checklist

#	Basic Requirement	Eligibility criteria for Bidder	Documents required	Compliance (Yes/No)
1.	Legal Entity	The bidder, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956/2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for a minimum of three years	a) Copy of Certificate of Incorporation. b) GST certificate c) PAN Card	
2.	Financial Standing	The Bidder should have an average annual turnover of minimum of Rs. 80 lakhs from IT/IT-enabled services (ITeS) including but not limited to O&M for the last three financial years (FY 2023-24, 2024-25 & 2025-26)	Copy of audited Balance Sheet and Profit & Loss statement with the signature and seal of the Statutory Auditors, along with the certificate of the Statutory Auditor/Chartered Accountant (with UDIN) as per Form 3	
3.	Positive Net Worth	The Bidder should have a positive net worth in each of the last three audited financial years (FY 2023-24, 2024-25 & 2025-26)	Copy of audited Balance Sheet and Profit & Loss statement with the signature and seal of the Statutory Auditors, along with the certificate of the Statutory Auditor/Chartered Accountant (with UDIN) as per Form 3	
4.	Technical Capability	Herein “Similar nature” is defined as experience in designing, developing, integrating, customizing & maintaining Web-based Applications for any Government department, PSU, autonomous body, development partner or not-for-profit organisation in India. Must have successfully completed at least the following numbers of similar nature projects of the value specified herein (excluding AMC/O&M component, if any) during the last five (5) years as on the date of publication of this RFP: - One project of similar nature with equal or more than the amount of Rs. 32 Lakhs; OR - Two projects of similar nature with equal or more than the amount of Rs. 24 Lakhs each; OR	1. Certificate from the client of satisfactory completion of the project 2. Purchase Order/Work Order/LOI. Bidder to submit the outline of relevant experience as per Form 2	

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#	Basic Requirement	Eligibility criteria for Bidder	Documents required	Compliance (Yes/No)
		- Three projects of similar nature with equal or more than the amount of Rs.20 Lakhs each		
5.	Resources	The bidder must have the strength of at least 25 IT Professionals (as defined under Clause 8.1) on its payroll, including Project Managers, Solution Architects, Software Developers, Web Designers, QA Engineers and DevOps/Cloud Engineers	Certificate from HR on the letterhead of the bidder, countersigned by the authorised signatory, certifying the IT Professionals on its payroll as on the date of submission of this bid, as per Form 9, supported by the EPF ECR/challan for the month preceding the bid submission.	
6.	Certifications	Marks shall be awarded in the technical evaluation for the following certifications: a. CMMI Level 3 or above b. ISO 9001:2015 c. ISO/IEC 27001:2022 d. ISO/IEC 20000-1:2018	Copy of valid certificate(s), if any	
7.	Power of Attorney	Power of Attorney against the authorized official	Bidder to provide Power of Attorney in name of the authorized official responsible for signing the letters and other documents on behalf of bidder as per Form 10	
8.	Blacklisting	The bidder should not have been blacklisted by any Private/PSU/Central Govt/State Govt. or any other Organization or agencies in India at the time of submission of the bid.	Letter from authorized signatory on the letterhead of bidder regarding non-blacklisting as per Form 8	
9.	Compliance	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought.	Declaration in this regard by the authorized signatory of the Bidder as per Form 8	
10	Bid-Securing Declaration (in lieu of EMD)	As per Bid Data Sheet (Sl. No. 13)	Bid-Securing Declaration as per Form 11	

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#	Basic Requirement	Eligibility criteria for Bidder	Documents required	Compliance (Yes/No)
11	Consortium/JV/Sub-Contract	A consortium / Joint venture of Companies and Sub-Contracting to any third party is not allowed to bid for this project.	Self-undertaking	

10.5. Form 5: Technical Evaluation Checklist

#	Evaluation Criteria	Criteria	Maximum marks	Supporting	Compliance (Yes/No)
1	COMPANY PROFILE		10		
A	Average annual turnover from IT/ITeS services (including design, development, customization, integration and maintenance of web/mobile applications) during the last three financial years (FY 2023-24, 2024-25 & 2025-26) (Turnover in INR)	a) $\geq$ Rs. 2 crore = 10 marks b) $\geq$ Rs. 1.2 crore and $<$ Rs. 2 crore = 7 marks c) $\geq$ Rs. 80 lakh and $<$ Rs. 1.2 crore = 5 marks	10	Certificate from the Statutory Auditor/Chartered Accountant (with UDIN) as per Form 3, indicating the turnover from IT/ITeS services; along with Extracts from the audited Balance Sheet and Profit & Loss statements	
2	RELEVANT STRENGTHS		40		
a	Experience in Design, Development, Integration, Customization, Hosting & Maintenance of Web Applications and Mobile Applications for any Government department, PSU, autonomous body, development partner or not-for-profit organisation in India, to be demonstrated in engagements, each of value INR 20 Lakhs or above (excluding AMC/O&M component, if any), that have either been completed, or are ongoing projects where deliverables or milestones have been successfully met, relevant to the experience. The work order should have been issued within the last 5 years as on the date of publication of this RFP.	Marks shall be awarded as follows: a) 1 project = 10 marks b) 5 marks for each additional project over and above 1 project c) Maximum 30 marks (i.e., 5 or more projects = 30 marks) d) No qualifying project = 0 marks	30	For Completed Projects: Completion Certificates from the client AND Work Order For Ongoing Projects for more than 10 months: Work Order + Phase Completion Certificate & Feedback from the client	
b	Experience in Design, Development, Integration, Customization, Hosting & Maintenance of Web Applications and Mobile Applications for any Government department, PSU, autonomous body, development partner or not-for-profit organisation in India , to be demonstrated in engagements in health sector that have either been completed, or are ongoing projects where	Marks shall be awarded as follows: 1 project = 5 marks	10	For Completed Projects: Completion Certificates from the client AND Work Order For Ongoing Projects for more than 10 months: Work Order + Phase Completion Certificate &	

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting	Compliance (Yes/No)
	deliverables or milestones have been successfully met, relevant to the experience. The work order should have been issued within the last 5 years as on the date of publication of this RFP.			Feedback from the client	
3	RESOURCE STRENGTH		10		
a	Number of IT Professionals on the payroll of the Bidder (as defined under Clause 8.1): Bidder must have a minimum of 25 IT Professionals (Project Managers, Web Developers, Server/Cloud administrators, Android/iOS Developers, Integration Experts, UI/UX Designers, Quality Analysts)	HR Certificate on company letterhead as per Form 9. a) >= 75 IT Professionals: 10 marks b) >= 50 and < 75 IT Professionals: 7 marks c) >= 25 and < 50 IT Professionals: 5 marks	10	HR Certificate as per Form 9, supported by the EPF ECR/challan for the month preceding the bid submission	
4	CERTIFICATION		10		
a	The Bidder may have the following certifications (desirable): a) CMMI Level 3 or above b) ISO 9001:2015 c) ISO/IEC 27001:2022	Marks will be awarded for the number of certificates as mentioned below: a) All 3 certificates: 10 marks b) Any 2 certificates: 7 marks c) Any 1 certificate: 4 marks	10	Valid Certification copy to be provided	
5	TECHNICAL PRESENTATION		30		
A	Technical Presentation (30 minutes) A. Approach and Methodology: Understanding of the scope, work plan, implementation strategy, timelines and risk mitigation plan. B. Technical Approach: Assessment of the existing UDSP application, DPG gap assessment and remediation, I18N implementation, required code/database/configuration changes, and testing methodology. C. DPG Indicators and Documentation: Approach for assessing all nine DPG	A technical evaluation committee will evaluate the technical presentation and give the marks.	30		

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting	Compliance (Yes/No)
	indicators, preparing indicator-wise documents, compiling supporting evidence and preparing complete technical documentation. D. Application Testing and Quality Assurance: Testing of implemented changes, regression testing, defect resolution and validation before Go-Live. E. DPG Listing Support and Compliance: Approach for completing the DPG application, uploading documents, addressing observations and supporting the listing process. F. Handover, Training and Knowledge Transfer: Approach for handing over updated source code, technical documents and relevant materials, and providing training and knowledge transfer to the designated team.				

The selected bidder shall confirm compliance with each in-scope technical requirement of the Unified Disease Surveillance Platform (UDSP) as per the indicative table given below.

S. No.	Technical Requirements	Compliance (Yes/No)
1	Review of Existing UDSP Documents and Application	
2	Assessment of All Nine DPG Indicators and Preparation of Indicator-wise Documents	
3	Identification and Documentation of Technical and DPG-related Gaps	
4	Preparation of Gap Assessment Report and Corrective Action Plan	
5	Application Modification and Remediation of Identified Gaps, Including Source Code, Database and Configuration Changes	
6	Internationalization (I18N) Implementation, Including Multi-Language Support and Required Application Changes	
7	System Architecture, Technical Design and Technology Stack Documentation	
8	Database Design, Data Dictionary and Required Database Modifications	

9	API, Data Import/Export and Interoperability Documentation and Changes, Wherever Required	
10	Installation, Configuration, Deployment and Platform Independence Documentation	
11	Application Security, Data Privacy and Applicable Legal Requirements Assessment	
12	Testing and Validation of Technical Changes, DPG Gap Remediation and I18N Features, Including Regression Testing	
13	Deployment and Go-Live Support for Implemented Changes	
14	Preparation and Updating of Complete UDSP Technical Documentation	
15	Preparation of DPG Application Documentation and Supporting Evidence for All Nine Indicators	
16	Presentation of Documents and Implemented Changes to IHAT and Relevant Stakeholders for Review and Approval	
17	DPG Platform Submission Support and Resolution of Review Observations	
18	Operational / Warranty Support for Changes Made to Address Identified Gaps and Implement I18N	
19	Final Handover of Updated Source Code, Configuration Files, Documentation and Other Relevant Technical Materials	
20	Knowledge Transfer and Handholding of the Designated IHAT Team	

10.6. Form 6: Standard Formats for the Financial Proposal

10.6.1. Financial Proposal Submission Form

[Date]

To,

India Health Action Trust,
404, 4th Floor, Ratan Square Building,
Vidhan Sabha Marg, Lucknow,
226001

Dear Sir,

Subject: Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory

We, the undersigned, offer to provide the services for “Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory” in accordance with your Request for Proposal dated [DD.MM.2026] and our Technical Proposal. Our attached Financial Proposal is for a total sum of [amount in words and figures], inclusive of GST, as per the Financial Proposal table below.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely the Prevention of Corruption Act, 1988.

Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

10.6.2. Financial Proposal

Financial Implications for the scope of work defined in the RFP should be as per the below format:

S.no	Activity	Cost excluding GST (INR, in figures)	GST at applicable rate (INR, in figures)	Total inclusive of GST (INR)
A	B	C	D	E=C+D
1	Complete scope of work under Section 4, other than Operational/ Warranty Support, including: • Review of existing documents and application; assessment of all nine DPG indicators; indicator-wise documents; Gap Assessment Report and Corrective Action Plan. • Internationalization (I18N), including Hindi translation, and closure of identified gaps, with testing, security testing and Go-Live. • Final technical documentation and DPG application documentation, public repository preparation, review and approval. • Handover and knowledge transfer, and the following DPG submission and listing support: • Prepare and submit the UDSP application on the Digital Public Goods (DPG) Registry website. • Upload all required documents and supporting evidence. • Complete the applicable assessment questions covering all nine DPG indicators. • Address queries, observations, and requests for additional information raised during the review process. • Incorporate the required corrections and resubmit documents, wherever necessary. • Provide end-to-end support throughout the review process until the final listing of UDSP on the DPG Registry website, or the end of the Contract period, whichever is earlier.			

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S.no	Activity	Cost excluding GST (INR, in figures)	GST at applicable rate (INR, in figures)	Total inclusive of GST (INR)
2	Three-Month Operational / Warranty Support for Implemented DPG Gap Remediation and I18N Changes.			
Total Cost in Figures				
Total Cost in Words				

Notes:

- The prices quoted shall be deemed to include all costs, including manpower, tools, licences (if any, other than the cloud hosting provided by IHAT), travel, boarding, lodging and all other expenses for the complete scope of work.
- Bidder must submit their financial bid for the total scope of work.
- “A” means the cost including GST quoted at S. No. 1 and “W” the cost including GST quoted at S. No. 2; payments shall be made as per Section 5. The evaluation shall be on the total of S. No. 1 and 2.
- GST shall be payable at the applicable rates as may be in force from time to time, as per Section 5 (Payment Terms and Schedule).
- The prices quoted shall remain firm and fixed during the entire contract period and no price adjustment/escalation shall be allowed on any account.
- Prices in Column C shall be exclusive of GST, and GST shall be indicated separately in Column D. The evaluation shall be done on the Total Cost inclusive of GST (Column E). During the payment stage, IHAT reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties and levies indicated.
- The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging, IT Infrastructure and other related items.
- All the prices are to be entered in Indian Rupees ONLY
- In case of any discrepancy between the amounts in words and figures, the amount in words shall prevail; in case of any discrepancy between the individual costs and the total, the individual costs shall prevail and the total shall be corrected accordingly. If the Bidder does not accept the correction of errors, its Bid **shall be rejected** and its Bid-Securing Declaration invoked.
- Conditional Financial Proposals, or Financial Proposals not in the prescribed format, **shall be rejected**.
- **Man-month rates for Change Requests (not evaluated):** The Bidder shall also quote, in the same envelope/file, firm man-month rates (excluding GST) for each Key Personnel, to be used only for valuing Change Requests approved under Clause 11.9.

10.7. Form 7: Non-Disclosure Agreement

This Agreement is executed on day of between India Health Action Trust (IHAT), having its office at 404, 4th Floor, Ratan Square, No. 20-A, Vidhan Sabha Marg, Lucknow – 226001, Uttar Pradesh, acting through its Deputy **Director** (ICT)/authorised signatory (hereinafter referred to as “IHAT”), and <Receiving Party>, a company/firm incorporated/registered under <applicable law>, having its registered office at <Receiving Party Address>, acting

through its authorised signatory (hereinafter referred to as the “**Receiving Party**”). IHAT and the **Receiving Party** are hereinafter referred to individually as “**Party**” and collectively as “**Parties**”, as the “**Recipient**” when any Party receives the information from the other Party and as the “**Disclosing Party**” when any Party discloses the information to the other Party.

Purpose:

- a. This agreement is entered into in respect of <Contract order reference> by <NDA executing officer of IHAT > IHAT, Lucknow for <Purpose/Project/Research/Study>.
- b. IHAT wishes the recipient to consider consumer data and other relevant information which is shared for intended purpose as Proprietary and confidential.

Confidentiality:

The Recipient agrees to receive the proprietary Information from IHAT (referred to as the “**Disclosing Party**”) and treat all such Information as confidential. Such information will be treated confidential if it is in tangible form or is summarized by the Disclosing Party in tangible form, orally, electronically or visually. It is expected that such information need not bear a legend or label of “Confidential” or other similar designation manifesting the intent that it is confidential (“**Confidential Information**”).

For the purpose of this agreement, the term confidential information shall mean and include but not limited to the consumers, IHAT and any other data provided for the <purpose>.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. Recipient agrees to hold all Confidential Information received from the Disclosing Party in confidence without limitation in time. The Recipient understands and agrees that the nature of the information does not permit the unauthorized disclosure of the same at any point of time since the same is highly valuable, sensitive, confidential and personal to the individual concerned. Recipient will use such Confidential Information only for the purpose agreed between the Parties; restrict disclosure of such Confidential Information to its employees which are directly associated with providing such services and who have a need to know and subject them to the same terms and conditions, obligations assumed herein. Recipient will not disclose such Confidential Information to any third party, without the prior written approval of the Disclosing Party, other than the third party Consultants appointed by the Receiving Party, who require such information to perform Services. But the third party consultants shall be subject to similar non-disclosure.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with the highest degree of care as any reasonable person would normally exercise to protect its own proprietary confidential information of a similar nature.
3. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of such information, either intentionally or unintentionally, or without the knowledge of the Recipient.
4. The restrictions set forth in this NDA on the use or disclosure of Confidential Information shall not apply to any information:
 - a) Which after it has rightfully become generally available to the public; or
 - b) Which at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or

- c) Which the Disclosing Party agrees in writing exclusively is free of such restrictions; or
- d) Which if such information is required to be furnished to any authority, department, office or body by a decree, order or authorization of law. However, in the event such information is sought by the authority/court concerned from Recipient, this fact shall be promptly intimated to the Disclosing Party, without fail to enable it to exercise its rights available as per law.

Arbitration

1. This agreement shall be governed by the applicable laws in force in India and the courts at Lucknow shall have the exclusive jurisdiction to try and adjudicate any matter arising here from.
2. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be first attempted to be resolved through mutual negotiations within 15 days period on being referred by either party, failing which, the said disputes shall be settled by arbitration in accordance with the provisions and procedure of The Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual consent of the Parties, failing which the arbitrator shall be appointed in accordance with Section 11 of the said Act. The seat and venue of arbitration shall be Lucknow and the arbitration proceedings shall take place in the English language. The parties shall bear their respective cost of arbitration.

Miscellaneous

1. The terms of this Agreement shall start from the date of its execution by both Parties and will be in existence for the duration of **the Contract (including any extension thereof)**. The parties shall be bound for ensuring the confidentiality of any such information shared, disclosed or acquired during the course of execution of services in terms hereof, even after the expiry/termination of the rendering services. However, the parties shall be at liberty to modify the period of this Agreement by mutual consent only.
2. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of the Parties by their respective authorized officers or representatives.

In witness where of Parties hereby scribe their respective hands to the above covenants on the Date and Day above mentioned.

For and On Behalf of Deputy Director (ICT), IHAT	For and On Behalf of <Receiving party>
Name: Designation: Lucknow	Name: Designation:

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[illegible]

10.8. Form 8: Declaration of Non-Blacklisting and Acceptance of Terms

[To be submitted on the letterhead of the Bidder]

To,

Deputy Director (ICT),
India Health Action Trust,
404, 4th Floor, Ratan Square, No. 20-A,
Vidhan Sabha Marg, Lucknow – 226001, Uttar Pradesh

Sub: Declaration in respect of RFP dated [DD.MM.2026] for Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory

Sir,

We, <name of Bidder>, having our registered office at <address>, hereby declare and confirm that:

- a) We have not been blacklisted/debarred by any Central/State Government department, PSU, private organisation or any other organisation or agency in India, and no such blacklisting/debarment subsists as on the date of submission of this Bid;
- b) We are not under any declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices;
- c) We are not insolvent, in receivership, bankrupt or being wound up, and no contract of ours has been terminated for default in the last **three (3) years**;
- d) We accept all the terms and conditions contained in the RFP document, including corrigenda (if any), without any deviation or condition;
- e) We have not formed any consortium/joint venture for this Bid and shall not sub-contract any part of the work;
- f) We do not have any conflict of interest in relation to this assignment; and
- g) We are up to date in our GST returns, income-tax returns, and EPF and ESI remittances.

We understand that if any of the above statements is found to be false or misleading at any stage, our Bid is liable to be rejected, our Bid-Securing Declaration invoked and the Contract (if awarded) terminated, in addition to any other action that IHAT may take as per law.

Authorised Signatory: _____

Name and Designation: _____

Name of Bidder and Seal: _____

Date and Place: _____

10.9. Form 9: HR Certificate for IT Professionals on Payroll

[To be submitted on the letterhead of the Bidder, signed by the HR Head and countersigned by the authorised signatory]

This is to certify that the following IT Professionals (as defined under Clause 8.1 of the RFP) are on the payroll of <name of Bidder> as full-time employees as on <date of bid submission>:

S. No.	Name of Employee	Designation / Role	Educational Qualification	Date of Joining	Total IT Experience (years)	EPF UAN
1.						
2.						
...						

Total number of IT Professionals on payroll: _____

It is further certified that the above employees are covered under EPF, and the EPF ECR/challan for the month of <month preceding bid submission> is enclosed. Contractual, outsourced, retainer/consultant, intern and trainee staff, and employees of affiliates/group companies, have not been included.

Signature, Name and Designation of HR Head: _____

Countersigned by Authorised Signatory (Name and Designation): _____

Seal of the Bidder and Date: _____

10.10. Form 10: Format of Power of Attorney for Authorised Signatory

[On non-judicial stamp paper of appropriate value, duly notarised]

Know all men by these presents, we, <name of Bidder>, having our registered office at <address> (hereinafter referred to as the "Bidder"), do hereby constitute, nominate, appoint and authorise **Mr./Ms. <name>, <designation>**, who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the "Authorised Signatory"), to do in our name and on our behalf all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our Bid in response to the RFP dated **[DD.MM.2026]** issued by India Health Action Trust (IHAT) for **Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory**, including signing and submission of all documents, furnishing the passwords of the encrypted bid files at the time of bid opening, providing information and responses to IHAT, attending meetings and representing us in all matters before IHAT, signing and execution of the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with IHAT in all matters in connection with or relating to or arising out of our Bid and the Contract.

AND we hereby agree to ratify and confirm, and do hereby ratify and confirm, all acts, deeds and things done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney.

IN WITNESS WHEREOF, we, <name of Bidder>, have executed this Power of Attorney on this ____ day of _____, 2026.

For <name of Bidder>: (Signature, name, designation and address of the person authorised by Board Resolution/partners)

Accepted: (Signature, name and designation of the Attorney)

Witnesses: 1. _____ 2. _____

Note: The Power of Attorney shall be supported by a copy of the Board Resolution (for companies) or the authorisation by all partners (for partnership firms/LLPs).

10.11. Form 11: Bid-Securing Declaration

[To be submitted on the letterhead of the Bidder, along with the Technical Proposal]

Date: _____ RFP No. and date: _____

To, The Deputy Director (ICT), India Health Action Trust, 404, 4th Floor, Ratan Square, No. 20-A, Vidhan Sabha Marg, Lucknow – 226001

We, the undersigned, declare that:

1. We understand that, in accordance with the RFP, Bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.
2. We accept that we shall be suspended from being eligible to bid in any procurement of India Health Action Trust for a period of two (2) years from the date of notification by IHAT, if we are in breach of our obligation(s) under the bid conditions because we: (a) withdraw or modify our Bid after the deadline for submission of bids and during the period of bid validity; or (b) having been notified of the acceptance of our Bid by IHAT during the period of bid validity, fail or refuse to accept the Letter of Acceptance or to sign the Contract within the stipulated time; or (c) are found to have furnished false or misleading information or documents, or to have engaged in corrupt, fraudulent, collusive or coercive practice.
3. This Bid-Securing Declaration shall cease to be valid if we are not the selected Bidder, upon the earlier of (i) our

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receipt of IHAT's notification of the name of the selected Bidder; or (ii) thirty (30) days after the expiry of the validity of our Bid.

Signed: _____ Name and Designation: _____

Duly authorised to sign the Bid for and on behalf of: <name of Bidder> Seal and Date: _____

11. Annexure A: Draft Contract Agreement

11.1 Definitions, Interpretations and Other Terms

- i **Bid** means the tender process conducted by IHAT and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;
- ii **Confidential Information** means all information including data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- iii **Customers** mean all citizens and business organization and users who use the IHAT services.
- iv **Deliverables** means all the activities related to the assessment, gap remediation, Internationalization (I18N), testing, Go-Live, operational/ warranty support, technical documentation, DPG submission support and other services for the Unified Disease Surveillance Platform (UDSP), as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;
- v **Effective Date** means the date of signing of this Agreement by both the Parties;
- vi **BA** means this Bid Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**
- vii **Retention Money** means the amount equal to ten percent (10%) of the value (excluding GST) of each invoice of the Service Provider, retained by IHAT in lieu of a Performance Security, as per Clause 11.8;
- viii **Proprietary Information** means processes, methodologies, technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned / licensed by either Party or granted by third parties to a Party hereto prior / subsequent to the execution of this Agreement ;
- ix **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks / activities / software / hardware and communication technology for this project; from all the concerned departments / agencies, etc. as the case may be.
- x **Bid Document** means the Request for Proposal dated [DD.MM.2026] for Engagement of a Technical Agency for Gap Assessment, Remediation, Internationalization (I18N) implementation, and Documentation of UDSP for Listing in the DPG Alliance Directory and include all clarifications / addendums, explanations and amendments issued by the IHAT in respect thereof;
- xi **Services** means the content and services delivered and to be delivered to the customers or the offices of IHAT by the Service Provider, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Bid Agreement.
- xii. **Users** means the IHAT officials having access to the Application Landscape including its Implementation Agencies, technology vendors, corporations, partners and agencies and their employees, as the context admits or requires.

- xiii. **Acceptance** means acceptance of a deliverable or milestone by IHAT on the basis of the acceptance evidence specified in Clause 4.1.12 and Section 5 of the Bid Document;
- xiv. **Go-Live** means deployment of the accepted changes in the UDSP production environment as defined in Clause 4.1.12(c) of the Bid Document;
- xv. **Warranty Period** means three (3) months from the date of Go-Live, as may be extended under Section 5 of the Bid Document;
- xvi. **Defect** means any failure of the deliverables, or of UDSP to the extent caused by the changes made by the Service Provider, to conform to this Agreement, the approved Corrective Action Plan or the accepted documentation;
- xvii. **DPG Standard** means the Digital Public Goods Standard published by the Digital Public Goods Alliance, as applicable on the date of submission of the DPG application;
- xviii. **A** and **W** have the meanings given in Section 5 of the Bid Document; and **Service Provider, Bidder** and **selected bidder** mean the agency with whom this Agreement is signed, and “BA”, “CA”, “Contract” and “Agreement” mean this Agreement.

11.2 Interpretations:

- i References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- ii Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- iii Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this BA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this BA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
- iv The headings and use of bold type in this BA are for convenience only and shall not affect the interpretation of any provision of this BA;
- v The Schedules to this BA form an integral part of this BA and will be in full force and effect as though they were expressly set out in the body of this BA;
- vi Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- vii References to “construction” or “roll out” includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and “construct” or “roll out” shall be construed accordingly;
- viii Any word or expression used in this BA shall, unless defined or construed in this BA, bear its ordinary English language meaning;

- ix The damages payable by a Party to the other Party as set forth in this BA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
- x This BA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;
- xi The IHAT–UPTSU may nominate a technically competent agency / individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
- xii The agency / individual nominated by the IHAT – UPTSU can engage professional organizations for conducting specific tests on UDSP and all other aspects;
- xiii The agency / individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;
- xiv Such an involvement of and guidance by the agency / person will not, however, absolve the Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the platform& the infrastructure for efficient and effective delivery of services as contemplated under this Agreement.
- xv The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
 - a. This Agreement ;
 - b. Scope of Services for the Bidder
 - c. Detail Commercial proposal of the Bidder accepted by IHAT
 - d. Clarification & Corrigendum Documents published by IHAT subsequent to the Bid Document for this work
 - e. Bid Document of UPTSU, IHAT for this work
 - f. Lol issued by UPTSU, IHAT to the successful Bidder and
 - g. Successful Bidder “Technical Proposal” and “Commercial Proposal” submitted in response to the Bid Document.

11.3 Term of the Bid Agreement

- i. The term of this BA shall be seven (7) months from the Effective Date, comprising assessment and planning within forty-five (45) days; remediation, I18N, UAT and Go-Live within ninety (90) days; final documentation, DPG submission, handover and knowledge transfer within one hundred and thirty-five (135) days; three (3) months of Operational / Warranty Support from Go-Live; and support for the DPGA review until UDSP is listed or the term ends, whichever is earlier, as per the Payment Milestones at Clause 11.4.
- ii. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, IHAT reserves the right to extend the term of the Agreement by corresponding period to allow validity of Agreement from the date of operational acceptance.

11.4 Payment Milestone

Entire payment shall be done in phased manner as shown below:

S. No.	Milestone, Deliverables and Acceptance Evidence	Timeline	Payment (%)
1	Review of Existing UDSP Documents and Application; Assessment of All Nine DPG Indicators; Preparation of Indicator-wise Documents; Gap Assessment Report and Corrective Action Plan; I18N Assessment and Implementation Plan Deliverables: S. No. 1 to 20, 22 and 32	T1=T + 45 Days	20% of A
2	Implementation of Approved Technical Changes to Address DPG Gaps and Implementation of I18N Features in the UDSP Application, tested and accepted in the staging (UAT) environment Deliverables: S. No. 21, 23, 24, 26 and 33	T2=T1 + 30 Days	30% of A
3	Go-Live of the accepted changes and I18N features in the UDSP production environment Deliverables: S. No. 34	T3=T2 + 15 Days	15% of A
4	Finalisation of Technical Documentation and DPG Application Documents Deliverables: final versions of S. No. 2 to 19, together with S. No. 25 and 27, and the public source-code repository ready for publication.	T4=T3 + 30 Days	15% of A
5A	Presentation and Stakeholder Approval, DPG Submission Support, Final Handover and Knowledge Transfer Deliverables: S. No. 28, 30 and 31, and the DPG application submitted on the DPGA platform.	T5=T4 + 15 Days	10% of A
5B	Resolution of DPGA review observations and listing of UDSP in the DPG Registry Deliverables: S. No. 29.	T5B = date of listing, or T + 6 Months, whichever is earlier	10% of A
6.	Operational/ Warranty Support for Changes Made to the UDSP Application to Address Identified Gaps and Implement Internationalization (I18N). Deliverables: S. No. 36.	T6=T3 + 4 Months	100% of W
	Total		100% of A + 100% of W

Note: The contract period for this project shall remain valid for a period of seven (7) months from the date of signing of the agreement (refer Clause 11.3), and may be extended by IHAT, as may be required, on the same terms, conditions and prices.

Whereas,

T – Date of signing of the Contract (Effective Date).

A = total cost quoted against S. No. 1, and W = total cost quoted against S. No. 2, of the Financial Proposal table in Form 6 (Clause 10.6.2), as accepted in the Contract.

Retention Money: IHAT shall retain ten percent (10%) of the value (excluding GST) of each invoice as Retention Money, in lieu of a Performance Security, which shall be released as per Clause 11.8. All payments shall be subject to deduction of applicable taxes at source (TDS/GST-TDS), penalties and recoveries, if any.

11.5 Service Levels and Penalty

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- I. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to IHAT for the duration of this contract period of the Project.
- II. Timelines specified in the above section (Clause 4.1.12 and Payment Terms and Schedule) shall form the Service Levels for delivery of Services specified therein.
- III. All the payments to the selected bidder are linked to compliance with the SLA metrics specified in this document.
- IV. Commencement of SLA: The SLA shall commence from the implementation period itself for adherence to the implementation plan. The penalty shall be deducted from the current invoice during the implementation period. During the Operational / Warranty Period, the penalty shall be deducted from the payment due against Milestone 6 and, if insufficient, from the Retention Money.

11.5.1 Service Level Agreement and Penalty for Documentation & Implementation Phase

Sr. No.	Item	Penalty
1.	Delay in submission of deliverable(s) or completion of Activity(ies) for Milestones 1, 2, 3, 4 and 5A of the Payment Terms and Schedule (Section 5), for reasons attributable to the selected bidder (excluding IHAT's review time beyond the period in Clause 4.1.12(a))	0.5% of "A" for each week of delay or part thereof, subject to a maximum of 10% of "A".

Whereas,

A = as defined in Section 5 of the Bid Document.

11.5.2 Service Level Agreement and Penalty for Operational / Warranty Phase

#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
1.	Critical priority calls (Incidents / Service Requests)	Critical – A defect attributable to the changes made by the selected bidder causing complete non-availability of UDSP or any of its platforms, failure of user login/authentication, or failure of data exchange with integrated systems (e-Kavach, IHIP, UPKSK, ABDM), affecting all or most users.	At least 90% of Critical incidents reported during each month of the Warranty Period to be resolved within 1 working day (8 support hours) of reporting	Incidents resolved >= 85% and < 90%	0.5% of WMP
				Incidents resolved >= 80% and < 85%	0.75% of WMP
				Incidents resolved >= 75% and < 80%	1% of WMP
				Incidents resolved >= 70% and < 75%	1.25% of WMP
				Incidents resolved < 70%	1.5% of WMP
2	Medium priority calls (Incidents /	Medium – Defect attributable to the changes made by the selected bidder causing failure of a specific module,	At least 90% of Medium incidents reported during each month of	Incidents resolved >= 85% and < 90%	0.25% of WMP
				Incidents resolved >= 80% and < 85%	0.5% of WMP

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#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
	Service Requests)	report, indicator or feature, where the application is otherwise available or a workaround exists.	the Warranty Period to be resolved within 3 working days of reporting	Incidents resolved $\geq 75\%$ and $< 80\%$	0.75% of WMP
				Incidents resolved $\geq 70\%$ and $< 75\%$	1% of WMP
				Incidents resolved $< 70\%$	1.25% of WMP
3	Low priority Incidents / Service Requests	Low – Defect in the changes made by the selected bidder causing cosmetic issues (including I18N text/layout issues), minor UI/content corrections, suggestions and routine service requests not affecting data accuracy or functionality.	At least 90% of Low incidents reported during each month of the Warranty Period to be resolved within 5 working days of reporting	Incidents resolved $\geq 85\%$ and $< 90\%$	0.1% of WMP
				Incidents resolved $\geq 80\%$ and $< 85\%$	0.2% of WMP
				Incidents resolved $\geq 75\%$ and $< 80\%$	0.3% of WMP
				Incidents resolved $\geq 70\%$ and $< 75\%$	0.4% of WMP
				Incidents resolved $< 70\%$	0.5% of WMP
4	Application Up-Time	Uptime (%) = $[(\text{Total minutes in the month} - \text{Approved planned downtime}) - \text{Unplanned downtime attributable to the selected bidder's changes}] \div (\text{Total minutes in the month} - \text{Approved planned downtime}) \times 100$	Monthly Application Uptime $\geq 98\%$	Uptime $\geq 97.5\%$ and $< 98\%$	0.5% of WMP for each such month
				Uptime $\geq 97\%$ and $< 97.5\%$	1% of WMP for each such month
				Uptime $\geq 96.5\%$ and $< 97\%$	1.5% of WMP for each such month
				Uptime $< 96.5\%$	2% of WMP for each such month
5	Application Security	An incident where the system is compromised or there is unauthorised access/use or data theft, attributable to a vulnerability, misconfiguration or negligence on the part of the selected bidder	Reporting to IHAT within 2 hours of detection, support to IHAT for reporting to CERT-In within 6 hours, and investigation, containment and mitigation supported by evidence	per incident	2% of WMP

Whereas,

Operational / Warranty Milestone Payment (WMP) = the payment due against Milestone 6 of the Payment Terms and Schedule (Section 5), i.e., 100% of W.

Notes:

- I. The selected bidder shall submit a monthly SLA compliance report (generated from the helpdesk/ticketing and monitoring tools) within 7 working days after the end of each month, and a consolidated SLA report for the Warranty Period along with the invoice for Milestone 6.

- II. All incidents shall be logged through a helpdesk/ticketing tool (with email and telephone support) provided by the selected bidder, which shall record the time of reporting, priority, response and resolution of each incident. The priority of an incident shall be assigned by IHAT in consultation with the selected bidder. Support hours shall be 9:30 AM to 6:00 PM on working days for all incidents; resolution time shall be counted only within the applicable support hours.
- III. All reports must be made available to IHAT, as and when the report is generated or as and when asked by the competent authority.
- IV. SLAs shall be measured on a monthly basis during the Warranty Period; penalties shall be computed for the Warranty Period and deducted from the payment due against Milestone 6 and, if insufficient, from the Retention Money.
- V. Any dispute regarding the computation of SLA or penalties shall be resolved as per the Resolution of Disputes clause of the Contract.
- VI. The uptime shall be calculated on a monthly basis. The following shall not be counted as downtime:
 - a. Downtime due to failure of the cloud infrastructure, network, hardware or software provided or owned by IHAT (including the IHAT-provided cloud hosting environment).
 - b. Negligence or other conduct of IHAT or its agents, including a failure or malfunction resulting from applications or services provided by IHAT or its vendors.
 - c. Failure or malfunction of any equipment or services not provided by the selected bidder.
 - d. Non-availability or delay of external services (such as the SMS/OTP gateway), not attributable to the selected bidder.
 - e. Planned maintenance downtime approved in advance by IHAT (to be scheduled preferably outside working hours).
- VII. However, the onus is on the selected Bidder to establish that the outage is attributable to any of the above exclusions, by submitting supporting evidence (system logs, monitoring reports or incident notices of the cloud service provider), and the exclusion shall be allowed upon verification and approval by the designated official of IHAT.
- VIII. The total penalty shall not exceed 10% of the WMP.
- IX. If the total penalty reaches the cap during the Warranty Period, or any Critical defect remains unresolved for more than five (5) working days, it shall be deemed an event of default, and IHAT may, in addition to its rights under Clause 11.20, get the defect rectified through another agency at the risk and cost of the selected bidder, recoverable from the Retention Money or any amount due.
- X. In case of unsatisfactory performance of the agency, IHAT reserves the right to terminate the Contract and forfeit the Retention Money, in whole or in part.
- XI. It is the right of the IHAT to bring/ deploy any external resources/agencies at any time for SLA review
- XII. No Carry forward of any penalties of SLA calculations can be done from any of the preceding months
- XIII. The selected bidder shall deploy sufficient resources suitably qualified and experienced offsite to meet the SLA, as required. The selected bidder shall appoint as many team members as deemed fit by them, to meet the time schedule and SLA requirements. The resources shall ordinarily work off-site from the premises of the selected bidder; IHAT shall not provide office space, and all costs of office space, equipment, travel for

meetings at Lucknow and other incidental expenses shall be borne by the selected bidder. Key resources shall be available at IHAT, Lucknow for meetings, UAT and training as and when required.

11.6 Professional Project Management

Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Bidder shall attend regular Project Review Meetings scheduled by IHAT and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Bidder in regular manner to ensure the proper management of the project:

- i. Finalization of the Project plan in consultation with IHAT and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Infrastructure Management Plan, etc.
- ii. Monthly Compliance report, which will cover compliances to Project Timelines and Software delivered, SLAs, etc. The deliverables under this Agreement shall be as per the Payment Milestones (Clause 11.4) and the Key Deliverables listed at Clause 4.1.10 of the Bid Document.

11.7 Use & Acquisition of Assets during the term

The Bidder shall:

- i Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased / owned by the Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the “Assets”) in proportion to their use and control of such Assets which will include all upgrades / enhancements and improvements to meet the needs of the project arising from time to time.
- ii Term “Assets” also refers to all the hardware / Software / data / documentations / manuals / or any other material procured, created or utilized by the Bidder or IHAT for implementation of the assignment for UDSP .
- iii Keep all the tangible Assets in good and serviceable condition suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the BA and during the entire term of the Agreement.
- iv Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Bidder will be responsible for the used of the asset.
- v Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner.
- vi To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them.
- vii Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.
- viii Use the Assets exclusively for the purpose of providing the Services as defined in the BA.
- ix Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to IHAT of this Project in an efficient and speedy manner.
- x Bidder shall NOT use IHAT data to provide services for the benefit of any third party, as a service bureau or in any other manner.

- xi Access UDSP systems only through channels authorised by IHAT; not copy or retain any UDSP production data on its own devices or systems; and, at the end of the Contract or on its termination, return or securely destroy all UDSP data, credentials and copies of source code in its possession and furnish a certificate to that effect.

11.8 Retention Money (in lieu of Performance Security)

No separate Performance Security/Performance Bank Guarantee shall be required from the Bidder. In lieu thereof, IHAT shall retain **ten percent (10%)** of the value (excluding GST) of each invoice raised by the Bidder, for the due performance and fulfilment of the Contract (the “Retention Money”). No interest shall be payable on the Retention Money.

The accumulated Retention Money shall be released to the Bidder, without interest, after **ninety (90) days** from the date of completion of the Contract period (including the Operational / Warranty Period, Milestone 5B and completion of exit management obligations, if any), upon IHAT being satisfied that there has been due performance of the obligations of the Bidder under the Contract, and after adjustment of any dues, penalties or recoveries. In the event of the Bidder being unable to service the Contract for whatever reason, or on termination of the Contract for default of the Bidder, IHAT shall be entitled to forfeit the Retention Money, in whole or in part. Notwithstanding and without prejudice to any rights whatsoever of IHAT under the Contract, the Retention Money shall be available to IHAT as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. IHAT shall notify the Bidder in writing of the exercise of its right to forfeit the Retention Money, indicating the contractual obligation(s) for which the Bidder is in default.

IHAT shall also be entitled to make recoveries from the Bidder’s bills, the Retention Money, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

11.9 Change in requirements

All change requests that may be required for any reason by the Authority shall be made in accordance with the procedures to be established by the Authority in this regard.

The Service Provider shall ensure that implementation of approved changes causes no unplanned downtime of UDSP, and shall follow the version-control, branching and release procedures agreed with IHAT and the existing UDSP O&M agency, with a tested rollback plan for every production deployment.

Minor modifications arising from clarification of requirements within the approved Corrective Action Plan, I18N Implementation Plan and the scope in Clause 4.1 shall be carried out by the Service Provider without any additional cost. Changes beyond that scope shall be undertaken through a Change Request, on the basis of effort estimates approved by IHAT, valued at the man-month rates quoted in Form 6, and only after a written change order is issued by IHAT; no payment shall be made for work carried out without such order, and the cumulative value of all Change Requests shall not exceed twenty-five percent (25%) of the Contract value.

11.10 Indemnity

The Bidder agrees to indemnify and hold harmless IHAT, its officers, employees and agents(each an “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. Any mis-statement or any breach of any representation or warranty made by the Bidder or
- ii. The failure by the Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by "Implementation of the IT Infrastructure product by itself at the direction of IHAT, or
 - a. Any compensation / claim or proceeding by any third party against IHAT arising out of any act, deed or omission by the Bidder or
 - b. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

11.11 Third Party Claims

- i. Subject to Sub-clause (ii) below, the Bidder (the "Indemnifying Party") shall indemnify IHAT (the "Indemnified Party") from and against all losses, claims, litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- ii. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - b. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - e. Bidder hereby indemnify and hold indemnified IHAT harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

- f. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- i. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article and such indemnity is not paid, either in full or in part, the Indemnified Party will be entitled to recover the same from the Retention Money or any other amounts due to the Indemnifying Party, and the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.
- iii. Bidder will defend or settle third party claims against IHAT solely attributable to the Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware/software/deliverables etc. (together "deliverables") supplied by the Bidder. The Bidder shall pay all costs, damages and attorney's fees that a court finally awards.
- iv. IHAT shall provide the Bidder with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Bidder will have adequate opportunity to control the response thereto and the defense thereof.
- v. Further as an exclusion, the Bidder shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable

11.12 Warranties

- i. The Bidder warrants and represents to IHAT that:
 - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - b. This Agreement is executed by a duly authorized representative of the Bidder;
 - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- ii. In the case of the SLAs, the Bidder warrants and represents to IHAT, that:
 - a. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - b. The SLAs shall be executed by a duly authorized representative of the Bidder;
 - c. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;

- d. Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - g. The Bidder shall ensure defect-free operation of the changes and deliverables provided by it and shall replace any such software which is found defective and during the Warranty Period the Bidder shall apply the patches required to rectify such defects after appropriate testing. No costs shall be paid separately for the warranty other than what are the costs quoted by the Bidder and as specified in the contract.
 - h. All code, scripts, translations and documentation delivered by the Bidder are its original work or are lawfully licensed on terms compatible with the open licence approved for UDSP, and may be published by IHAT under that licence without further consent or payment;
 - i. The deliverables shall be free from malicious code, backdoors, undisclosed telemetry and hard-coded credentials;
 - j. The changes shall not degrade the existing functionality, integrations or performance of UDSP, as demonstrated through regression testing; and
 - k. The documentation shall accurately reflect the implemented state of UDSP, and any error identified during the Warranty Period or the DPGA review shall be corrected without additional cost.
- iii. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Bidder is unable to meet the obligations pursuant to the assessment, remediation, I18N, Warranty Support, documentation and DPG submission services and any related scope of work as stated in this Agreement and the Schedules attached herein, IHAT will have the option to forfeit the Retention Money, in whole or in part, after serving a written notice of **thirty (30) days** to the Bidder.

The 30-day notice period shall be considered as the 'Cure Period' to facilitate the Bidder to cure the breach. The Retention Money shall be forfeited only if the breach is attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

11.13 Force Majeure

- i. The Bidder shall not be liable for forfeiture of the Retention Money, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.
- ii. For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify IHAT, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. IHAT, or the consultant / committee appointed by IHAT shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by IHAT in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

iii. In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, IHAT and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

iv. Notwithstanding anything to the contrary mentioned above, the decision of IHAT shall be final and binding on the Bidder.

11.14 Resolution of Disputes

IHAT and the Bidder shall make every attempt to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with this Agreement. All disputes or differences arising under or out of, or in connection with, this Agreement shall first be referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of **thirty (30) days**, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (including all amendments thereto), by a sole arbitrator appointed by mutual consent of the parties, failing which the arbitrator shall be appointed in accordance with Section 11 of the said Act. The decision of the arbitrator shall be final and binding on both parties. The seat and venue of arbitration shall be Lucknow, Uttar Pradesh, and the proceedings shall be conducted in English. Subject to the above, this Agreement shall be subject to the exclusive jurisdiction of the courts at Lucknow, Uttar Pradesh. The Bidder shall continue to perform its obligations under this Agreement during the pendency of any dispute.

11.15 Limitation of Liability towards IHAT

i. The Bidder shall be liable to IHAT for loss or damage occurred or caused on account of any act or omission on the part of the Bidder and its employees, including loss caused to IHAT on account of deficiency in services on the part of the Bidder or its agents or any person/persons claiming through or under the Bidder.

ii. The Bidder's aggregate liability in connection with the obligations undertaken as a part of this Contract, regardless of the form or nature of the action giving rise to such liability, shall not exceed the total value of the Contract.

iii. The above limit shall not apply to liability arising from (a) bodily injury (including death) and damage to real property and tangible personal property; (b) infringement of intellectual property rights; (c) breach of confidentiality or data protection obligations; and (d) fraud, gross negligence or wilful misconduct of the Bidder.

11.16 Data Ownership and Intellectual Property Rights

All the data created as the part of the project shall be owned by IHAT . The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. IHAT shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

All Intellectual Property Rights in the custom-developed software, source code, object code, database design, configurations, documentation, reports and other deliverables developed under this Agreement shall vest with IHAT (and/or the Government of Uttar Pradesh, as designated by IHAT) from the time of their creation. The Bidder shall hand over the complete and latest source code, build scripts, credentials, deployment configurations and documentation to IHAT at Go-Live, on every major release and at the end of the Contract, and shall maintain the source code in a repository designated by IHAT.

Where the solution uses any pre-existing proprietary, third-party or open-source components, the Bidder shall disclose the same in its Technical Proposal and shall grant IHAT a perpetual, irrevocable, royalty-free licence to use, modify and maintain such components as part of the solution. The Bidder shall ensure compliance with the licence terms of all third-party and open-source components used. Such components shall either be released under the open licence approved for UDSP or be available under an OSI-approved open-source licence permitting use, modification and redistribution by any third party; no proprietary component of the Bidder shall be introduced as a mandatory dependency of UDSP.

IHAT and/or the competent authority shall have the unrestricted right to publish the source code, documentation and other deliverables under an open licence of its choice and to submit UDSP to the DPGA. The Bidder irrevocably waives, and shall procure that its personnel waive, any right or claim (including moral rights) that may restrict such publication.

The Bidder shall comply with the Information Technology Act, 2000 and the rules thereunder, the Digital Personal Data Protection Act, 2023 and the rules thereunder, the directions issued by CERT-In (including reporting of cyber security incidents within the prescribed time), and the applicable data security guidelines of the Government of India and the Government of Uttar Pradesh. All data shall be stored and processed only within India and shall not be used, shared or retained by the Bidder for any purpose other than this project.

11.17 Fraud and Corruption

IHAT requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, IHAT defines, for the purpose of this provision, the terms set forth as follows:

- i. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of IHAT in contract executions.
- ii. “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to IHAT, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive IHAT of the benefits of free and open competition.
- iii. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by IHAT 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
- iv. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- v. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- vi. If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for IHAT for termination of the contract and initiate black-listing of the vendor.

11.18 Conflict of Interest

- i. The Bidder shall disclose to IHAT in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold IHAT’s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

ii. Any dispute, difference or question arising under this Agreement or in connection therewith shall be resolved as per the Resolution of Disputes clause of this Agreement.

11.19 Exit Management

11.19.1 Exit Management Purpose

- a. This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.
- b. The exit management period starts, in case of expiry of contract, at least one (1) month prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by IHAT or Three months after the beginning of the exit management period, whichever is earlier.
- c. **Confidential Information, Security and Data**

Bidder will promptly, on the commencement of the exit management period, supply to IHAT or its nominated agencies the following:

- 1. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, utilization of VMs and allied infrastructure; any other data and confidential information created as part of or is related to this project;
- 2. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
- 3. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable IHAT and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to IHAT or its nominated agencies, or its replacing vendor (as the case may be).
- 4. The Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project on confirmation from IHAT.
- 5. Bidder will sign a Non-Disclosure Agreement with IHAT.

d. Employees

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to IHAT a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, IHAT or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by IHAT or any Replacing Vendor.

e. Rights of Access to Information

At any time during the exit management period, the Bidder will be obliged to provide an access of information to IHAT and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for IHAT.

11.19.2 Exit Management Plan and Deliverables Handover

The successful bidder shall submit an Exit Management Plan to IHAT within forty-five (45) days of signing the agreement, along with the deliverables of Milestone 1. The plan shall ensure a smooth transfer of all deliverables, technical changes, documentation, and knowledge related to the UDSP technical assessment, DPG gap remediation, I18N implementation, and security assessment/audit activities under this assignment. The plan shall cover, at a minimum, the following aspects:

11.19.2.1 Transfer and Transition Plan

A detailed process for transferring the project deliverables to IHAT or a replacement agency, ensuring continuity of UDSP operations during the transition. The plan shall include:

- i. Approach for transitioning the services and deliverables to a replacement agency.
- ii. Schedule of exit activities, timelines, and milestones.
- iii. Roles and responsibilities of the parties involved in the transition.
- iv. Knowledge transfer methodology.
- v. Communication and coordination plan.

11.19.2.2 Complete Knowledge Transfer and Handover

The bidder shall ensure complete and structured knowledge transfer to IHAT or the replacement agency, covering:

- i. UDSP system architecture, technical design, and application components modified under the assignment.
- ii. Details of application environments, configurations, and deployment procedures, wherever applicable.
- iii. Source code, configuration files, database changes, and related technical artefacts developed or modified under the assignment.
- iv. Database structure, data dictionary, and any changes made to tables, functions, procedures, or database jobs, as applicable.
- v. API documentation, data exchange mechanisms, and interoperability details, wherever applicable.
- vi. I18N implementation details, supported language configuration, language resources, translation files, and instructions for managing additional languages.
- vii. Security assessment reports, identified vulnerabilities, remediation details, retesting results, and applicable security procedures.
- viii. DPG indicator-wise assessment documents, gap analysis reports, corrective action records, and supporting evidence.
- ix. Technical documentation, including installation, configuration, deployment, maintenance, and troubleshooting manuals.

- x. Testing reports, known issues, resolutions, pending activities, and recommendations for future improvements.
- xi. DPG Registry application documents, submission records, and details of review observations and responses.
- xii. Hands-on knowledge transfer sessions for IHAT personnel or the replacement agency to support continued maintenance and operation of the application.

11.19.2.3 Continuity of Services

The bidder shall ensure that the handover process does not adversely affect existing UDSP functionalities or ongoing disease surveillance activities.

11.19.2.4 Transition Support

The bidder shall provide transition and technical support for a minimum period of one (1) month after completion of the transfer and handover, as required by IHAT.

11.19.2.5 Review and Approval

The bidder shall submit the Exit Management Plan to IHAT or its nominated agency for review and approval.

11.19.2.6 Support During Exit Period

During the exit management period, the bidder shall make all reasonable efforts to continue delivering the agreed services, address pending issues, and support the smooth transfer of responsibilities.

11.19.2.7 Payments During Exit Period

No separate payment shall be made for exit management, transition support or handover, the cost of which is included in the prices quoted. Payments for milestones achieved during the exit management period shall be made as per Clause 11.4.

11.20 Termination of contract

i. IHAT may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:

a. Where IHAT is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this Contract and may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract

b. Where it comes to IHAT's attention that the service provider is in a position of actual conflict of interest with the interests of IHAT, in relation to any of services arising out of services provided under the resultant contract or this RFP

- c. If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- d. If the Bidder fails to perform any other obligation(s) under the contract.
- ii. Prior to providing a notice of termination to the Bidder, IHAT shall provide the Bidder with a written notice of fifteen (15) days instructing the Bidder to cure any breach/ default of the Contract, if IHAT is of the view that the breach may be rectified.
- iii. On failure of the Bidder to rectify such breach within the cure period, IHAT may terminate the contract by providing written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IHAT. In such an event the Bidder shall be liable for the penalty imposed by IHAT.
- iv. In the event of termination of this contract for any reason whatsoever, IHAT is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to IHAT and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.
- v. Termination for Convenience: The agreement may be terminated by "IHAT" without cause upon thirty (30) days' prior written notice or as mutually agreed upon whichever is less, delivered in person or by registered or certified mail to the agency/successful bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of "IHAT". In such an event, the Bidder shall be paid for the milestones accepted up to the effective date of termination and, on a pro-rata basis, for work-in-progress accepted by IHAT, subject to deduction of penalties and recoveries, if any.
- vi. Consequences of termination for default: IHAT may get the remaining work completed through another agency, and the Bidder shall be liable for the additional cost, limited to twenty percent (20%) of A, recoverable from the Retention Money, any amount due or otherwise. Within seven (7) days of termination for any reason, the Bidder shall hand over all work-in-progress, source code, scripts, credentials and documentation.
- vii. IHAT may terminate the Contract with immediate effect by written notice if the Bidder becomes insolvent, is found to have engaged in corrupt, fraudulent, collusive or coercive practice, or assigns or sub-contracts the Contract without IHAT's prior written consent.

11.21 Confidentiality

- i. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.
- ii. Except with the prior written permission of IHAT, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated

in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

iii. The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of IHAT requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in IHAT and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

iv. The restrictions of this Article shall not apply to confidential information that:

- a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- c. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

11.22 Miscellaneous

i. Standards of Performance

The Bidder shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc. of Information Technology standard as prevalent in the country. The Bidder shall also conform to the standards laid down by or Government of India from time to time. Such standards and guidelines shall be shared with the Bidder by IHAT up on signing of the Contract.

ii. Care to be taken while working at IHAT offices

a. Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and IHAT in writing and pay necessary charges towards fixing of the damage.

b. Bidder shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

iii. Compliance with Labour regulations

The Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the resources working on IHAT project should be paid using ECS / NEFT / RTGS. A record of the payments made in this

regard should be maintained by the Bidder. Upon request, this record shall be produced to the appropriate authority in IHAT and/or Judicial Body. If complaints are received by IHAT (or any appropriate authority) appropriate action (forfeiture of Retention Money, Blacklisting, etc.) may be initiated as deemed necessary against the Bidder.

iv. Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

v. Notices

a. Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person, by pre-paid registered post/speed post/courier, or by email to the designated email address of the other Party.

b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

UPTSU, India Health Action Trust

404, 4th Floor, Ratan Square, No. 20-A

Vidhan Sabha Marg

Lucknow (Uttar Pradesh) India - 226001

Phone: 0522 – 2237496, 2237522

Email: **procurement@ihat.in**

Bidder:

Bidder:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter), and on the date of transmission if sent by email (provided no delivery failure notification is received).

vi. Personnel/Employees

a. Personnel/employees assigned by Bidder to perform the services shall be employees of Bidder, and under no circumstances will such personnel be considered as employees of IHAT. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation,

including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. IHAT shall not be responsible for the above issues concerning to personnel of Bidder.

b. Bidder shall use its best efforts to ensure that sufficient Bidder personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. IHAT or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement. In the event that IHAT requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by IHAT or its nominated agencies as per defined SLAs. The Bidder shall depute quality team for the project and as per requirements IHAT shall have the right to ask Bidder to change the team.

c. A Director/Partner of the Bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.

d. The Bidder shall, within **seven (7) days** of the Effective Date, submit the deployment plan along with the CVs of the key team members, being the Key Personnel listed at Clause 4.1.14 of the Bid Document and proposed in the Technical Proposal ('Key Personnel'), for approval of IHAT. The Bidder shall not remove or replace the Key Personnel without the prior written consent of IHAT, and for any change, the Bidder shall provide equivalent or more experienced resources in consultation with IHAT.

e. Except as stated in this clause, nothing in this Agreement will limit the ability of Bidder freely to assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. IHAT shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

f. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

vii. Variations & Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.

b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

viii. Severability & Waiver

a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of

such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

ix. Survivability

a. The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

x. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Lucknow courts only.

xi. No Sub-contracting or Assignment

The Bidder shall not sub-contract or assign the Contract or any part of it without the prior written consent of IHAT.

xii. Audit and Inspection

The Bidder shall maintain complete records of the work, including repository history, test records and access logs, and permit IHAT or its nominated agency to inspect and audit them during the Contract and for three (3) years thereafter.

xiii. Protection of Personal Data

The Bidder shall process personal data in UDSP only for this Contract and on the documented instructions of IHAT, as a Data Processor under the Digital Personal Data Protection Act, 2023 and the rules thereunder; implement reasonable security safeguards; and notify IHAT of any personal data breach without delay and in any case within six (6) hours of becoming aware of it.

Attachments to the Agreement:

- i) Scope of Services for the bidder
- ii) RFP Document of IHAT for this work
- iii) Corrigendum Document published by IHAT subsequent to the RFP Document for this work
- iv) Detail Commercial proposal of the Bidder accepted by IHAT
- v) LoI issued by IHAT to the successful bidder
- vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP Document