

23rd July 2025

THE UNION INDIA/Off/Admin/2025/056

Request For Proposal for Audit of Website and 3 Android Based Mobile Applications**1. BACKGROUND**

- 1.1. **The Union** is a global membership, technical and scientific organization. We were established in 1920 and are led by people who are committed to our vision, mission and values. Our members are organizations and individuals from all parts of the world. We bring together clinicians, managers, policy makers, front-line workers and implementers, scientists, patients and survivors, advocates and civil society. In collaboration with national Ministries of Health and international partners, it develops, promotes and evaluates effective strategies for tuberculosis control in low- and middle-income countries.
- 1.2. The Union provides technical assistance to national tuberculosis control programs, leads various research projects, conducts international and national courses in several languages, organizes world conferences, publishes several guides and two peer-reviewed scientific journals ("The International Journal of Tuberculosis and Lung Disease" and "Public Health Action"). In addition to tuberculosis, The Union is also involved in tobacco control and non-communicable diseases. For more information, visit www.theunion.org.

2. PURPOSE

- 2.1. The Union seeks to engage a audit firm for undertaking a a comprehensive technical and security assessment of the digital ecosystem developed under the C19 Response Mechanism Project.
- 2.2. In pursuance of this objective The Union has decided to carry out bidding process for hiring of An audit agency to whom the contract may be awarded. This RFP should not be considered as an agreement or offer by The Union to the prospective bidders. The purpose of this RFP is to provide interested parties with information that may be useful to them in the submission of proposals pursuant to this RFP.
- 2.3. The Applicants must submit their applications in accordance with the requirements contained in this RFP.
- 2.4. The Union reserves the right to update, amend and supplement the information in this document including qualification process before the last date and time of submission of applications.
- 2.5. The bids shall be opened at The Union, C-6, Qutub Institutional Area, New Delhi.

3. GENERAL TERMS OF BIDDING

- 3.1. All bidders are required to submit their bid in accordance with the terms set forth in this RFP.
- 3.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect. Provided that any conditions or obligations

INTERNATIONAL UNION AGAINST TUBERCULOSIS AND LUNG DISEASE (THE UNION)

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theunion.org

imposed on the bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.

- 3.3. The Union reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the bidders and without assigning any reason whatsoever.
- 3.4. The Union will not guarantee any minimum quantity of business under any contract. Also, The Union reserves the right to split the business amongst the agencies keeping in mind the interest of the organisation. The Union reserves the right to enter into contract with multiple bidders/agencies at the same time.
- 3.5. The bidder cannot be an individual or group of individuals. It should only be a registered legal entity. The bidder should not be a consortium of such entities. The agencies should have registration documents under applicable laws and should submit copies of the same.
- 3.6. A bidder shall not have a conflict of interest that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified.
- 3.7. Also, the bidder should not have been convicted/charge-sheeted for any criminal offence. Any entity which has been convicted for any criminal offence shall not be eligible to submit the bid.

4. GENERAL DISCLOSURES

4.1. Respondents must disclose:

- 4.1.1. If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.
- 4.1.2. If they have been convicted of, or are the subject of any proceedings, relating to:
- 4.1.3. Criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.
- 4.1.4. Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with The Union or any other contracting body or authority

4.2. Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes

5. SCOPE OF WORK

About the Project:

The C19RM Project is to demonstrate a doorstep delivery model for TB services being provided to people living with TB under National Tuberculosis Elimination programme and prepare the health system for pandemic situations. The project activities are being implemented in 6 States and 22 districts.

A new area of intervention was introduced under this project to respond to COVID 19 pandemic wherein a door-step delivery model for drugs and logistics is to be implemented in the project

geographies. The model will be a viable option to support drug supplies, collect sputum samples and provide teleconsultation at the doorstep of the patients' house.

This model will overall improve the health-seeking behavior of people living with TB during pandemic time by partnering with pharmacies for diagnostics and drug disbursement at the doorstep level. Leveraging the robust IT infrastructure of pharmacies will also enable close refill monitoring thus ensuring better treatment adherence. This model ensures that patients' access to medicines does not get impacted due to travel restrictions or lockdown imposed by the district administration to control COVID 19 or any other emergency.

This model will also help to improve diagnostic efficiencies, reduce turn-around time, and reduce treatment initiation delays. This entails establishing a model of sample collection and transportation to public and private facilities. It can cater to both Public as well as Private sector patients using a suitable supply chain approach. Going forward, this model appears promising, not just for reducing the global burden of TB, but for improving the quality of care across many diseases and conditions.

Digital Platform:

We have developed a comprehensive digital solution comprising one web portal and three Android applications to support the objectives of the C19 Response Mechanism Project. The **web portal** (<https://wellness.infinitehs.com>) serves as the central platform for **data management, user administration, monitoring, and reporting**, enabling effective coordination and oversight. The **mobile applications**—**Union Delivery Boy**, **Union Patient**, and **Union Doctor**—are designed primarily for **field-level data capture and real-time service delivery**, facilitating seamless interaction among community health workers, patients, and healthcare providers.

Web Portal and Android Apps Description:

- <https://wellness.infinitehs.com> (Web Portal)
- Union Delivery Boy (Android App) known as ORW App (Outreach worker App also)
- Union Patient (Android App)
- Union Doctor (Android App)

Web portal Specification

The C19RM website serves as the central digital platform with different kinds of role for data access for information dissemination, data monitoring, and coordination of activities under the project. Key features include:

User Roles:

- Admin,
- Nodal Coordinators,
- Tele Caller,
- NPMU (Supervisor) Team
- District TB officers & State TB officers

Modules:

- Dashboard with real-time analytics and visualizations
- Onboard ORW's and Doctors.

- Patient registration and tracking system
- Reporting and notification module
- Document repository and resource center
- Login and role-based access control

Technologies and Platforms Used: Attached at Annexure-I

1. **Hosting Environment: Dedicated linux cloud server**
2. **Compliance:** Aligned with healthcare data protection norms and best practices
3. **Design and Development Methodology:** The app was developed using Agile methodology, ensuring continuous feedback and iterative improvements. User-centric design principles were applied to enhance usability and accessibility.

Android App's Specification

1. **Union Delivery Boy (Outreach Worker) Android App:** This mobile application is used by Outreach Workers (field staff) to facilitate **sample collection and drug delivery** to patients. The app captures **real-time location and timestamps** at the point of **sample or drug pickup** and at the **drop-off or submission point**, such as a laboratory. It helps ensure accountability, traceability, and timely service delivery in the field.

Play store URL:

https://play.google.com/store/apps/details?id=union_delivery_boy.infinitehs.com&pcampaignid=web_share

Technologies and Platforms Used: Attached at Annexure-II

2. **Doctor App (Android App):**
This app is designed to enable **teleconsultation** between doctors and patients. It supports both **audio and video calling** features, allowing doctors to provide remote medical consultations. The app also includes functionality to **upload prescriptions**, which are instantly accessible to both **web portal users** and **patients**, ensuring **real-time access** to treatment details.

Play store URL:

https://play.google.com/store/apps/details?id=union_doctor.infinitehs.com&pcampaignid=web_share

Technologies and Platforms Used: Attached at Annexure-III

3. **Union Patient (Android App):**
This app is developed for patients to **view their prescriptions** and **track upcoming consultations**. It provides real-time access to medical advice and scheduling details. Additionally, the app includes a section where patients can **access educational content or tutorials** uploaded by the admin, helping them stay informed about their treatment and general health awareness

Play store URL:

https://play.google.com/store/apps/details?id=union_patient.infinitehs.com&pcampaignid=web_share

Technologies and Platforms Used: Attached at **Annexure-IV**

We are inviting proposals from qualified firms to conduct a comprehensive audit of these digital assets.

Objectives of the Audit

- Evaluate the security and data privacy measures implemented.
- Assess performance, scalability, and user experience.
- Ensure compliance with applicable standards and regulations.
- Identify vulnerabilities and areas for improvement.

Scope of Work

The selected audit firm will be responsible for conducting a comprehensive technical and security assessment of the digital ecosystem developed under the C19 Response Mechanism Project. The scope of the audit will include, but not be limited to, the following key areas:

Source Code Review:

Conduct an in-depth review of the source code for the web portal and Android mobile applications to identify vulnerabilities, coding inefficiencies, and adherence to secure development practices.

Infrastructure and Hosting Environment Assessment:

Evaluate the current hosting setup, server configurations, deployment practices, and access control mechanisms to ensure reliability, scalability, and security.

API Security and Integration Audit

Analyze all API endpoints used by the web portal and mobile applications to ensure secure data transmission, proper authentication, and prevention of common threats such as injection attacks or unauthorized access.

UI/UX Evaluation

Review the user interface and user experience design for usability, accessibility, and consistency across platforms to ensure an optimal experience for end users including field workers, doctors, and patients.

Data Privacy and Protection Assessment

Assess how personal and health-related data is collected, stored, processed, and shared. Verify compliance with applicable data protection regulations (e.g., HIPAA, NDHB) and industry best practices.

Compliance with Standards

Ensure that all digital components are in alignment with relevant **national and international standards**, including OWASP Top 10, CERT-IN guidelines, and applicable healthcare IT frameworks.

Performance and Load Testing (*optional but recommended*)

Evaluate the performance of the system under stress conditions to identify potential bottlenecks and areas for optimization.

Audit of Logs and Monitoring Mechanisms

Review existing mechanisms for activity logging, system monitoring, and incident response to ensure traceability and operational resilience.

Deliverables:

After completing the audit, the following documents must be submitted:

1. **Audit Completion Certificate**
A formal certificate confirming that the Cyber Security Audit has been conducted. It should include:
 - Name of the audited organization
 - Scope of the audit (e.g., VAPT, Security & Compliance Review)
 - Audit duration
 - Declaration of completion
 - Signature of the authorized signatory from the audit agency
2. **VAPT Report (Technical Report)**
Including:
 - Detailed Vulnerability Assessment (VA) findings
 - Penetration Testing (PT) results
 - Risk classifications (Critical, High, Medium, Low)
 - Screenshots or documented evidence
 - Suggested remediation steps
3. **Compliance Certificate**
If the audit is based on frameworks such as ISO 27001, CERT-In, NIST, or similar, a certificate confirming compliance or non-compliance is required.
4. **Executive Summary Report**
A non-technical document summarizing:
 - Key findings
 - Risk posture
 - Actionable recommendations
5. **Non-Disclosure Agreement (NDA) Acknowledgment**
A signed copy of the NDA confirming that all data and information accessed during the audit was treated as confidential.
6. **CERT-In Compliance Statement**
If the audit follows CERT-In guidelines and is conducted by a CERT-In empanelled agency, a formal statement confirming CERT-In compliance should be submitted.

6. ELIGIBILITY CRITERIA

On successful completion of eligibility criteria, the service provider will be considered for technical and financial evaluation. List of documents mentioned will be considered for assessment of eligibility criteria. The service provider will be accessed on the basis of following :-

Sl. No.	Eligibility Criteria	Documents to be submitted with Technical Proposal
1.	Cummulative Turnover in last three financial years – FY 2021-22 2023-24 & 2024-25: (25Lakh)	CA Certificate - 2021-22 2023-24 & 2024-25
2.	Should have experience of minimum 5 years in similar project undertaken	List of Similar Projects Undertaken (Project Name, Client, Duration, Scope) Along with supporting documents - relevant Work Order/ contract agreement (year wise)
3.	The bidder must have on its payroll team of at least ten – 50% of them should be Technical team.	Undertaking and CV of the professionals.
4.	The Bidder should have valid ISO 9001:2008 and ISO 27001:2013 certifications.	Undertaking to be submitted
5.	The bidder must be a registered Indian company	GST registration & PAN Card
6.	The bidder must be empanelled with CERT-In (Indian Computer Emergency Response Team) and hold a valid empanelment certificate	Empanelled Cetificate
7.	The bidder should have successfully completed at least three (03) Cyber Security Assessments during the last five years (2020–21 to 2024–25), preferably including one assignment for a government, donor-funded, or development sector organization	Work Order/ contract agreement
8.	The bidder must not be blacklisted by any government, public sector, or donor agency	Undertaking

7. PROPOSAL SUBMISSION:

- A. Proposals through email are invited from the reputed agency for the aforesaid purpose. The proposal should include the **"Technical & Financial"** details.
- B. Two separate emails are required to be submitted - **Technical and Financial Proposal**. The interested bidder must submit their proposals in two separate emails and should clearly state in the subject line - **"Technical Proposal – Hiring of Audit Agency of Digital Assests "** and **"Financial Proposal – Hiring of Audit Agency of Digital Assests "** with all relevant documents as listed in Annexures 5 & 6 to Procurement.USEA@theunion.org latest by **11th August 2025**.
- C. The "Technical proposal" to be prepared in accordance with documentation as detailed in **Annexure–A and Technical Evaluation Criteria** as indicated in Section 8 of this RFP. The Technical Proposal should not contain any cost information whatsoever.
- D. The Detailed Financial Proposal shall be in accordance with instructions in **Annexure-B** to this RFP.
- E. "Financial Proposal" shall remain password-protected, and such password shall be obtained by procurement committee appointed by The Union after the Technical Qualification of the Proposal submitted by the bidder.

- F. Proposal validity period will be for **180 days** from the date of submission of proposal.
- G. Pre-Bid meeting will be held on **28th July 2025 11:00 AM**, Link is mentioned below :-
[Proposal for Audit of Website and 3 Android Based Mobile Applications](#)
- H. You may also write to Procurement.USEA@theunion.org latest by **28th July 2025**. Post date, no queries/ clarification will be entertained.
- I. In case of any change/clarification, corrigendum will be uploaded latest by **28th July 2025**, please download the same from the source.

8. EVALUATION CRITERIA:

8.1 Technical Evaluation -Scoring criteria

Sr. No.	Evaluation Criteria	Documents	Maximum Scoring
TECHNICAL – with reference to Annexure 5			
1	Organisation profile, General capability & Background of the organisation (10)	Profile	10
	The bidder should have conducted at least three audit in past 5 years No of assignments 3 -5 – (5) No of assignments 5-19 – (10) More than 10 assignments – (15)	List of Similar Projects Undertaken (Project Name, Client, Duration, Scope) along with supporting documents - relevant Work Order/ contract agreement (year wise)	15
2	Methodology <ul style="list-style-type: none"> Strategy - 20 Tool - 15 Timelines -20 	Descriptive methodology to be submitted in the Technical Proposal	55
3	Proposed Team : <ul style="list-style-type: none"> Proposed Team Size and Structure - (10) Team's experience of handling simialr assignment (in terms of years) - (10) 	Team Structure & CVs to be submitted in the Technical Proposal	20
TOTAL MARKS			100

- A. Presentation - As a part of Evaluation of proposals submitted by the applicants, The Union may seek further information or a presentation from the organizations for evaluation purposes. The Union may call for such information/presentation at a short notice.
- B. The bidder must obtain a minimum **score of 50 for Technical** Qualification of the Proposal submitted by them.
- C. The procurement committee appointed by The Union shall review and evaluate the Technical Proposals based on their responsiveness to the **Scope of Work** and **Annexure-A** to the RFP applying the evaluation criteria, sub-criteria, and the scoring mechanism specified in the above clauses. A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score stated herein above.

8.2 Financial Evaluation

- A. The Financial Proposals of only those Bidders who achieve the minimum technical score will be opened by the committee appointed by The Union, after obtaining a password from the respective bidder. The Financial Proposal evaluation shall be carried out in reference to **Annexure-6**. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened.

- B. The Financial Score shall be calculated through the following formula

$$\text{Financial Score} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

- C. The proposal will be evaluated on **Quality Cum Cost Based Selection**. Technical Scores obtained shall carry a weight of 70%, whereas the Financial Score shall carry 30% weightage.

- D. The evaluation method for the Technical and Financial Proposal under this RFP shall be the combined scoring method which will be based on a combination of the Technical and Financial score as per the formula provided here below:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\text{Combined Score} = (\text{TP Rating}) \times (\text{Weight of TP} = 70\%) + (\text{FP Rating}) \times (\text{Weight of FP} = 30\%)$$

- E. The Agencies securing the highest combined evaluation score (Top 3) will be invited for negotiations.

9. IMPORTANT DATES & TIME (Table A)

Particulars	Date & Time
Date of floating Request for Proposals	23 rd July 2025
Pre-Bid Meeting & Last date of queries	28 th July 2025 11:00 AM
Last date and time for Submission of Proposals	11 th August 2025 This is an absolute deadline, the proposal received after this date will be disqualified.
Presentation & Technical Evaluation	Within 2 weeks from the date of submission

10. DURATION

- A. The agreement will be for an initial period of **6 months**. The bidder shall be subject to performance evaluation at the end of each year.

- B.** The extension will be made without any change in rate agreed during the signing of the initial agreement
- C.** In case of any changes made during the assignment, these changes will be made with mutual agreement specifying the deviations and justifications

11. PENALTY CLAUSE:

In case of delay as per the timelines mentioned or any issues related to hospitality / service related issued in Hotel /Cab services”, The Union may levy the penalty/is as follow: -

Delay in executing the Services and in particular competition of the Activity (Daywise)	Penalty incurred
1-5 days	2.5% of total contracted value
6-10 days	5% of total contracted value
More than 10 days	10% of total contracted value

Successful supplier will subject to Contractual Terms and Conditions of The Union – Annexure 8

Annexure-I

Web portal description

Section	Description	Vendor Response, if any
Website Name	C19 Response Mechanism	
Website URL	https://wellness.infinitehs.com/	
Purpose of the Website	The web portal (https://wellness.infinitehs.com/) serves as the centralized digital backbone of the C19 Response Mechanism Project. It is designed for comprehensive data management , enabling administrators and project staff to efficiently handle user roles , monitor field activities , track patient progress , and generate reports for informed decision-making. The portal also provides real-time access to data collected from the mobile applications , supports document uploads , and ensures secure, role-based access to sensitive health information, thereby ensuring transparency, accountability, and streamlined coordination across all levels of the project.	
Frontend Technologies	Technologies used (e.g., HTML, CSS, JavaScript, Bootstrap)	
Backend Technologies	PHP	
Database	MySQL	
Hosting Environment	Apache/Nginx cloud	
Total Pages	100-120	
Static Pages	10-15	
Dynamic Pages	70-80	
Modules/Sections	Dashboard , Manage users , upload data , assign state , assign district ,Manage communication , upload special data , upload offline data , Manage TC, SC , DD ,Refill due	
User Roles	Administrator, Union Staff, Counsellor, Doctor,ORW, Govt Stake Holder, Nodal Coordinator	
Authentication	Whatsapp ,Email OTP	

Section	Description	Vendor Response, if any
APIs	Internal	
Form Inputs	20-30	
File Upload Support	CSV , JPG , PDF ,PNG	
Security Features	SSL, input validation	
Audit Logs	Whether user activities are logged	
Data Backup	Daily , Linux backup command	
Compliance		
Third-party Services	Whatsapp API	
Version Control	NO	
Monitoring Tools		
Additional Comments	NO	

Annexure-2

Union Delivery bod App description

Section	Description	Vendor Response, if any
App Name	Union Delivery Boy	
Package Name	union_delivery_boy.infinitehs.com	
Purpose of the App	The Outreach Worker App is developed to support field-level operations by enabling Outreach Workers to manage sample collection and drug delivery efficiently. The app captures real-time location data and timestamps during both pickup and drop-off —for instance, when submitting samples to a laboratory—ensuring traceability, accountability, and timely delivery of services to patients in the field.	
Supported OS Versions	Minimum 21 and maximum 34	
Frontend Framework	Java,XML	
Backend Integration	PHP backend	
Authentication	Email and wjhatsapp OTP based	
Permissions Required	Camera, Location, Storage	
Key Features	Delivery related and sample collection	
Data Storage	Remote server	
API Usage	Internal(login,sample related, delivery related)	
Security Features	SSL	
Crash Reporting	firebase crash analytics and reporting	
App Size	45 mb	
Google Play Availability	https://play.google.com/store/apps/details?id=union_delivery_boy.infinitehs.com	

User Roles	Delivery Boy	
Number of Screens	8 – 10	
Form Inputs	5	
Data Sync Mechanism	No	
Compliance	Google Play Store's policies	
Version Control	Git	
Monitoring Tools	No	
Additional Comments		

Annexure-3

Union Doctor App description

Section	Description	Vendor Response, if any
App Name	Union Doctor	
Package Name	union_doctor.infinitehs.com	
Purpose of the App	The Outreach Worker App is developed to support field-level operations by enabling Outreach Workers to manage sample collection and drug delivery efficiently. The app captures real-time location data and timestamps during both pickup and drop-off—for instance, when submitting samples to a laboratory—ensuring traceability, accountability, and timely delivery of services to patients in the field.	
Supported OS Versions	Minimum 21 and maximum 34	
Frontend Framework	Java,XML	
Backend Integration	PHP backend	
Authentication	Email and whatsapp OTP based	
Permissions Required	Camera, Location, Storage	
Key Features	Voice and video-based consultation	
Data Storage	remote server	
API Usage	Intenal (login, consultation, prescription)	
Security Features	SSI	
Crash Reporting	Firebase crash analytics and reporting	
App Size	45 mb	
Google Play Availability	https://play.google.com/store/apps/details?id=union_doctor.infinitehs.com	
User Roles	Doctor	
Number of Screens	8 - 10	
Form Inputs	5	

Section	Description	Vendor Response, if any
Data Sync Mechanism	No	
Compliance	Google Play Store's policies	
Version Control	Git	
Monitoring Tools	No	
Additional Comments		

Annexure- 4

Union Patient App description

Section	Description	Vendor Response, if any
App Name	Union Patient	
Package Name	union_patient.infinitehs.com	
Purpose of the App	The Patient App enables patients to view prescriptions, track upcoming consultations, and access health-related educational content uploaded by administrators, supporting continuous care and patient awareness.	
Supported OS Versions	Minimum 21 and maximum 34	
Frontend Framework	Java,XML	
Backend Integration	PHP backend	
Authentication	Email and whatsapp OTP based	
Permissions Required	Camera, Location, Storage	
Key Features	Appointments, prescription etc.	
Data Storage	remote server	
API Usage	Internal(login,appointment, prescription)	
Security Features	SSL	
Crash Reporting	firebase crash analytics and reporting	
App Size	45 mb	
Google Play Availability	https://play.google.com/store/apps/details?id=union_patient.infinitehs.com	
User Roles	Patient	

Section	Description	Vendor Response, if any
Number of Screens	8 - 10	
Form Inputs	5	
Data Sync Mechanism	No	
Compliance	Google Play Store's policies	
Version Control	Git	
Monitoring Tools	No	
Additional Comments		

Annexure-5**DETAILED TECHNICAL PROPOSAL OF BIDDER**

Proposals should include the following information:

1. A brief profile of the Bidder/Applicant (Organisation), with the details of the head of the organization and team/ facilitators who will be involved in the assignment
2. Description of organizational structure
3. Details as per the Technical Evaluation criteria indicated at Section 8 of the RFP document
4. Provide a minimum of three (3) trade references that the Bidder have partnered with on similar interventions as mentioned in the RFP including names of persons, who may be contacted, position of person, address and phone number.
5. Letter of interest (LOI)/ Cover letter on letter head signed by authorised signatory
6. Additional information (if any)

Annexure-6

DETAILED FINANCIAL PROPOSAL OF BIDDER

The financial proposals should include the following:

- (i) Name and address of the Organization/Institution:
- (ii) Cancelled cheque detailing organization's bank account (Non FCRA bank account), account number, bank name, IFSC Code etc.

The bidder is requested to fill in the below template to provide commercial details.

S. No.	Component	Description	Cost (INR)	Taxes (INR)	Total Cost (INR)
1	Web Portal Audit	Security audit, performance review, compliance check, source code review, data flow analysis, hosting environment assessment			
2	Union ORW App Audit	Mobile app audit for data capture, GPS validation, time stamping, drug/sample delivery module			
3	Union Patient App Audit	Audit for prescription access, consultation tracking, and content access modules			
4	Union Doctor App Audit	Teleconsultation (audio/video), prescription upload, API integration review			
5	Final Consolidated Audit Report	Preparation of final report with recommendations and certification			
	Grand Total				

Annexure 7

Respondents must provide the following general disclosures:

If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.

Yes**No**

If they have been convicted of, or are the subject of any proceedings, relating to:

Criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.

Yes**No**

Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with The Union or any other contracting body or authority

Yes**No**

Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes

Yes**No**

TERMS AND CONDITIONS OF CONTRACT

1. CONFIDENTIALITY

- 4.1 The Contractor shall treat as confidential, during as well as after the performance of any work under this Agreement, any information, including any personal information defined by The Union, to which the Contractor becomes privy as a result of acting under the Agreement (the “**Confidential Information**”). For more certainty, the Contractor shall not disclose any such Confidential Information to any other person or party which is not participating in the Agreement in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates. However, the Consultant may disclose the Confidential Information as required by law, a court or any governmental or regulatory authority.
- 4.2 Where the work to be performed under the Agreement involves access by the Contractor to confidential, classified or protected documents of The Union, the Contractor shall comply with all applicable security procedures and requirements of The Union, keep the Confidential Information secure and not disclose it. Any inquiries as to what information is confidential or what procedures should be applied when handling Confidential Information should be addressed to the Global Human Resources and Finance Departments of The Union.
- 4.3 Information which is or will be in the public domain, is lawfully in the other Party's possession prior to disclosure and/or has been made available to a Party on a non-confidential basis, is not covered by this clause.
- 4.4 At the end of the contractual relations and at The Union's request, the Contractor must return any document containing confidential information entrusted to it and keep no copy of it.
- 4.5 This provision is valid throughout the duration of the Agreement and after the Agreement reaches its term, and for whatever reasons, for the duration of twelve (12) months.

2. DATA PROTECTION

- 5.1 Where processing of personal data is to be carried out, the Contractor guarantees to implement in advance appropriate technical and organisational measures in such a manner that processing meets the requirements of the European General Data Protection Regulation (EU Regulation 2016/679), and ensure the protection of the rights of the data subject as stipulated in Article 28 of the regulation.
- 5.2 Furthermore, the Contractor shall not engage any sub-processor without the prior specific written authorisation of The Union.
- 5.3 The Contractor must delete or return all personal data to The Union as requested at the end of the contract.

3. INTELLECTUAL PROPERTY

- 6.1 Nothing in this Agreement shall be construed as implying the transfer of ownership of The Union intellectual property to the Contractor or any of its collaborators or subcontractors.

- 6.2 The Union expressly reserves and retains any rights that are not expressly granted to the Contractor under this Agreement.
- 6.3 Nothing herein shall impose any obligation on The Union to make use of any of the rights set forth herein.
- 6.4 Upon completion of the related payments provided herein, all material created for purposes of the Agreement or provided to The Union as part of the Services hereinafter “**the Contract Material**”, shall be the property of The Union.

4. WARRANTIES AND REPRESENTATIONS

The Contractor warrants and represents that:

- 7.1 It has full right, power, legal capacity and authority to enter into this Agreement and to carry out all of its terms and conditions and the signatory is a duly authorised representative with full powers to sign this Agreement on its behalf.
- 7.2 It will ensure all aspects of the work to be performed pursuant to this Agreement will conform to The Union’s standards and meet all deadlines specified in the Agreement.
- 7.3 The Contractor warrants that any and all written work submitted under this Agreement are not and have never been published in paper, or any other format with any organisation that may still own proprietary rights to the work.
- 7.4 The Contractor warrants that this work is not currently in the public domain. If any part of this work has been copyrighted, an original letter of permission from the copyright holder to use the work shall be submitted to The Union.

5. NO EXCLUSIVITY

Nothing in this Agreement shall be construed to establish an exclusivity relationship between The Union and the Contractor. The Union shall be free to select other contractors to conduct work that is within the expertise of the Contractor. The Contractor also retains the ability to conduct work on behalf of other Parties subject to the limitations set out in Clause 19.

6. LIABILITY AND INDEMNIFICATION

- 6.1 The Union, its officers, employees and agents, shall not be liable for any injury to the person or for loss or damages to the property of the Contractor or of anyone else, occasioned by, or in any way attributable to the Contractor under this Agreement unless such injury, loss or damage is caused by the negligence of an officer, employee or agent of The Union acting within the scope of his employment.
- 6.2 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for fraud, fraudulent misrepresentation, death or personal injury.
- 6.3 Subject to Clause 9.2, The Union's total liability to the Contractor shall not exceed twice the amount mentioned in Clause 3.1 and the following types of loss are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.

- 6.4 The Parties will mutually defend and forever hold each other and their officers, employees and agents harmless against and from any and all third-party claims, lawsuits, judgments and expenses (including, without limitation, reasonable legal fees) arising out of any breach by the other party of any provision of this Agreement or any misrepresentation made by the other party and its officers, employees or agents. This provision shall survive the termination of the Agreement.

7. DEFAULT AND TERMINATION

7.1 TERMINATION FOR CONVENIENCE

- 7.1.1 This Agreement may be terminated, in whole or in part, by either Party at any time upon thirty (30) days prior written notice of termination to the other Party.

7.2 TERMINATION FOR BREACH

- 7.2.1 In the event any Party hereunder shall materially breach any of the terms and conditions contained in this Agreement, the other Party may immediately terminate this Agreement, at its option and without prejudice to any of its legal or equitable rights, effective seven (7) days following formal written notice from the non-defaulting Party, via registered mail with acknowledgement or receipt, if said non-performance has not been cured within such period.
- 7.2.2 Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party via registered mail with acknowledgement or receipt, in case of breach of the following provisions: Clause 4 (Confidentiality), Clause 5, (Data Protection), Clause 6 (Intellectual Property), Clause 12 (Conflict of interest) or Clause 19 (Affiliation with Tobacco Industry), or in case the Contractor engages in any illegal activity (fraud, corruption, etc.).

7.3 TERMINATION IN THE EVENT OF THE OPENING OF COLLECTIVE PROCEEDINGS

To the extent permissible by the applicable mandatory laws, in the event any Party shall become insolvent or shall suspend its operations or shall file a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency or shall make an assignment for the benefit of creditors, then the other Party may thereafter immediately terminate this Agreement by giving written notice of termination to such Party or its receiver.

7.4 GENERAL PROVISION ON TERMINATION

- 7.4.1 Termination may occur at any time, whether Service are in progress or not.
- 7.4.2 If this Agreement is terminated by The Union pursuant to any of the paragraphs of Clause 10, the Contractor is entitled to reimbursement for those monetary amounts duly expended or obligations duly incurred prior to the termination of the Agreement in relation to performance of the Services in accordance with Clause 2 provided that they are intimated to The Union during the thirty (30) days following the date of termination. This provision only applies where the Contractor has used best endeavours to mitigate the loss in relation to any such expenses.

- 7.4.3 Upon termination of this Agreement, The Union shall cease to have any obligation to make any payment to the Contractor in respect of the costs incurred by the Contractor after the date of termination, and, if applicable, the amount of any excess cost paid to the Contractor shall be recognised as being a debt due to The Union.
- 7.4.4 The Union shall remain obligated to make payment for all Services duly completed and deliverables submitted by the Contractor up to the date of termination, provided they are in accordance with the terms of this Agreement and have been approved by The Union.
- 7.4.5 After the end of the Agreement for any reason, the Contractor undertakes not to use or refer to The Union, its trademarks, name and services, and in general to no longer introduce itself as The Union service provider. The Contractor undertakes to return to The Union all documents, leaflets, files and other materials which may have been delivered to it in the context of the Agreement or which it may have created for the purposes hereof.

8. NO AGENCY OR JOINT VENTURE

Nothing in this Agreement shall be deemed to create an agency relationship or joint venture between the Parties. Each party shall be responsible for all taxes, benefits, withholding, worker's compensation, and health insurance, medical evacuation costs beyond those covered by the travel insurance, and unemployment insurance and similar requirements of their own employees and neither party's employees shall be deemed agents or employees of the other party.

9. CONFLICT OF INTEREST

The Contractor undertakes to take all necessary precautions to avoid conflict of interests in accordance with The Union Conflict of Interest Policy. The Contractor agrees to comply with the policy by signing the Conflict of Interest Disclosure Form and shall inform The Union without delay of any situation constituting or likely to lead to any such conflict during the period of this Agreement.

10. SUCCESSORS AND ASSIGNS

The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.

11. ASSIGNMENT

Neither Party may assign, transfer or dispose of any way its rights and obligations under the Agreement without the prior written consent of the other Party, such agreement not to be unreasonably withheld, except that either Party is authorized to assign, transfer or dispose all or part of their rights and obligations under the Agreement to an affiliated company of its group, subject to prior information of the other Party.

12. ENTIRE AGREEMENT

The Agreement constitutes the entire accord between the Parties with respect to the subject matter of the scope of work and supersedes all previous negotiations, communications and other Agreements relating to it unless they are incorporated by reference in the Agreement. The Parties hereby waive any claim which may arise from their relations prior to the Agreement.

13. NOTICES AND COMMUNICATION

- 16.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and will be effective if delivered in person, sent by registered mail or by e-mail addressed to the Party for whom it is intended at the address mentioned in the Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other Party? and, by e-mail, when transmitted. The address of either Party may be changed by notice in the manner set out in this provision.
- 16.2 All notices and communications concerning this Agreement shall be addressed to the respective contact people as follows:

For The Union:

Name:
Address:
Email Id :

For the Contractor:

Name:
Address:
Email Id:

14. AMENDMENT, MODIFICATION, WAIVER

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. FORCE MAJEURE, FORTUITOUS EVENT AND *FAIT DU PRINCE*

- 15.1 1.1 “Force Majeure” means any event or circumstance beyond the reasonable control of a Party, including but not limited to acts of God, natural disasters, war, terrorism, governmental actions, labour unrest, epidemic or pandemic, or similar events, which prevents or delays the performance of any obligation under this Agreement.
- 15.2 If a Party (“the Affected Party”) is prevented, hindered, or delayed in performing any of its obligations under this Agreement due to an event of Force Majeure, the Affected Party shall promptly notify the other Party in writing, describing the nature and anticipated duration of the Force Majeure event. The obligations of the Affected Party which are directly affected by Force Majeure shall be suspended for the duration of the event.
- 15.3 The Affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.

- 15.4 If the Force Majeure event prevents, hinders, or delays the proper performance of the Services for more than thirty (30) consecutive days, either Party may terminate this Agreement by written notice to the other Party, effective upon receipt. Termination will not give rise to any liability for damages, but accrued rights and obligations up to the date of termination shall remain enforceable.

16. AFFILIATION WITH TOBACCO INDUSTRY

- 19.1 The Contractor does not have any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler (the “**Tobacco Industry**”), or any parent, affiliate, subsidiary, organisation, or foundation with majority support from the Tobacco Industry, or any person, interest group, advocacy organisation, or other business or organisation (other than a law firm, advertising agency, or accounting firm) that represents the interests of the Tobacco Industry (collectively, “**Tobacco Affiliates**”).
- 19.2 The Contractor currently does not accept and shall not accept financial or other support from the Tobacco Industry or Tobacco Affiliates until at least one year after the end of this Agreement. Failure to comply with this clause may constitute grounds for termination of this Agreement and The Union shall have the right to demand and receive a return of all funds under this Agreement, plus interest, as liquidated damages, other provisions of this Agreement notwithstanding.

17. DISPUTE RESOLUTION

If the Dispute cannot be settled amicably within 30 days of commencement of negotiations, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

- (a) The arbitration shall be conducted by a sole arbitrator mutually appointed by both parties. If the parties fail to agree on a sole arbitrator within 30 days, the arbitrator shall be appointed in accordance with the Act.
- (b) The seat and venue of the arbitration shall be New Delhi, India.
- (c) The language of the arbitration proceedings shall be English.
- (d) The arbitral award shall be final and binding on both parties.

18. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts at Delhi, India.”

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For The Union:

For the Contractor: