

National Health Mission

**State Health Society
Rajasthan**

Request for Proposal (RFP)

For

Telemedicine Services Project in Rajasthan

Last date and time for submission of Proposal: - **01:00 pm on 02/02/2017**

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Disclaimer

The information contained in this RFP document or subsequently provided to Applicant(s), by National Rural Health Mission, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP is based on material and information available in public domain.

This RFP document is not an agreement and is not an offer or invitation by the RSHS (NHM) to the prospective bidder(s). The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the RSHS (NHM), their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. This RFP document has been prepared in a good faith and neither RSHS (NHM), or its employees or advisors make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document even if any loss or damage is caused by any act or omission on their part. RSHS (NHM) may on its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

PART-A1
Government of Rajasthan
National Health Mission, Rajasthan State Health Society
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

No. F.32 (21) NRHM/ CSR/ Tele-Medicine/ Part-III/

Date:

INVITATION OF REQUEST FOR PROPOSAL (RFP)

Medical & Health Department, Government of Rajasthan under National Health Mission through Rajasthan State Health Society intends to look for a service provider for “**Telemedicine Services Project in Rajasthan**”. For implementation of this project Request for Proposal (RFP) is invited from eligible private sector/non-government entities who intend to professionally manage and implement the program. The RFP is being floated from Rajasthan State Health Society and the selection of the service provider at state level shall be done by the committee constituted under the Chairmanship of Joint Secretary, NHM. All details related to this RFP can be viewed and downloaded from departmental website www.rajswasthya.nic.in; <http://sppp.rajasthan.gov.in>, and <http://eproc.rajasthan.gov.in>.

Proposals shall be submitted online in electronic format on <http://eproc.rajasthan.gov.in>.

Start Date and time for downloading RFP document	Date of Pre-proposal conference	Last date and time for downloading the RFP document	Last date and time for submission of proposals	Date and time for opening of technical proposals.	Date and time for opening of financial proposals.
16/12/2016 3:00pm Friday	02/01/2017 3:00 pm Monday	02/02/2017 11:00 am Thursday	02/02/2017 01:00 pm Thursday	03/02/2017 11:00 am Friday	Shall be informed separately to the successful bidders

Tender Fee of Rs. 10,000/-, Bid Security Rs. 20,00,000/- and RISL Processing Fees Rs. 1,000/- Tender fees for the document downloaded from website and Bid Security shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque in favor of “State Health Society, Rajasthan, Jaipur payable at Jaipur and RISL Processing Fees in favor of "MD, RISL" before the last date and time prescribed for submission of bids. Tender Fees, Bid Security and RISL Fees will be deposited physically at the office of Joint Secretary (NHM). **Estimated project cost is INR 1000.00 Lacs.**

Note: In case if any date mentioned above happens to be a holiday, the scheduled activity of that date will be carried out on next working day on same time.

Mission Director, NHM

Important information to prospective bidders regarding online tendering (e-tendering):

E-Procurement:-

1. Request for proposal for the “Tele-Medicine Services Project” is invited through e-tender system for selection of bidders.
2. The selection of Bidders shall be carried out through e-procurement process. Proposal/Bids are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in> as per RFP document.
3. All tender documents should essentially be signed digitally and submitted on **<http://eproc.rajasthan.gov.in>** in time as per checklist provided with the tender document. The checklist along with relevant page No’s. Should also be submitted with the tender.
4. Bidders who wish to participate in this RFP enquiry will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on eproc.rajasthan.gov.in earlier, need not to be registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the following address:-

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail:eproc@rajasthan.gov.in

1	The tender documents can be downloaded from web site http://eproc.rajasthan.gov.in . Detail of this tender notification and pre-qualification criteria can also be seen in NIT exhibited on website www.sppp.rajasthan.gov.in & www.rajswathya.nic.in Tenders are to be submitted online in electronic format on website http://eproc.rajasthan.gov.in
2	<ol style="list-style-type: none">1. The tender documents can be downloaded from website http://eproc.rajasthan.gov.in. and cost of tender form downloaded from the website shall be deposited by the tenderer separately as applicable by way of D.D/ Bankers Cheque by Bid due date2. In addition to Tender Fees and Bid Security, RISL Processing Fees of Rs 1000/- has to be physically deposited by way of D.D. in favor of M.D. RISL as mentioned in the notification published in news paper (refer circular no 19/2011 dated 30-09-2011).3. Annexure K (Application Format), L (Format for undertaking) and 4 (Format For Covering Letter) have to be also submitted physically.
3	Last date & time for downloading of tender document: As per notification in part A1 of the RFP.
4	Last date and time of submission of online bids As per notification in part A1 of the RFP.
5	Date and time of Opening of online bids As per notification in part A1 of the RFP.
6	Physical submission of Tender Fees, Bid Security and RISL Processing Fees at the Office of Tendering Authority: Mission Director, NHM, 3 rd floor, NHM Block, Swasthya Bhawan, Tilak Marg, Jaipur (Rajasthan) – 302005 is essential before opening of the Technical Bid. In absence of the above fees, the e-tender will not be processed further and the bid shall be rejected (DD/ Bankers Cheque should be in the favor of RSHS)

Important instruction to prospective bidders for online tendering (e-tendering)

1	The bidders who are interested in bidding shall participate through e-tendering system of http://eproc.rajasthan.gov.in .
2	Bidders who wish to participate in this tender will have to register on http://eproc.rajasthan.gov.in (Bidders registered on http://eproc.rajasthan.gov.in before 30-09-2011 needs to registered again). To participate in online tenders. Bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency I.e. TCS, safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. Contact No: 0141-4022688 (Help desk 9:30 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell. RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
3	Bidder shall submit their offer online in electronic formats both for technical and financial proposal, however D.D. for Tender Fees, Bid Security and RISL Processing Fees. It should be submitted manually in the office of Tendering Authority as mentioned in the RFP document and scanned copy of DD/ Bankers Cheque should also be uploaded along with the online bid.
4	Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
5	<u>Important</u> Training for the bidders on the usage of e-Tendering System is also being arranged by <ul style="list-style-type: none">• RISL on regular basis. Bidders interested for training may contact e-Procurement Cell.• RISL for booking the training slot.
6	Bidders are also advised to refer “Bidders Manual Kit” available on e-proc website http://eproc.rajasthan.gov.in

For more Information contact to:

Consultant IT, NHM: 0141-5142525; Email ID: medicalcsr@gmail.com
Joint Secretary, NHM: 0141- 2226995; Email ID: dsnrhm-jpr-rj@nic.in

Part- A2

Project Profile

Name of the project: “Telemedicine Services Project in Rajasthan”.

National Health Mission, Rajasthan has decided to implement the Telemedicine Services at different type of health institutions (District Hospital/ Sub Division Hospital/ Community Health Centre). The initiative was envisioned mainly to improve a patient’s clinical health status where the availability of specialist doctors is limited via electronic communication and technology. The proposed intervention seeks to utilize specialist services of different medical specialties like General Physician/ General Medicine/ Orthopadician/ Obstetrician & Gynaecologist/ Gastrologist/ Endocrinologist/ Pediatrician/ Cardiologist/ Nephrologist/ Neurologist / Oncologist etc. The project includes video-conferencing between specialist at the centralized call centre (Central Site) and doctor at the health institution (Remote Site), transmission of still diagnostic images, remote monitoring of vital signs, continuing medical education/ capacity building etc using telemedicine and other pre-requisite software, computer hardware, printer, networking, network communication, medical equipments.

The main objectives of the project are to cross geographical barriers and provide specialist healthcare services to rural and remote areas, to make it beneficial for the population living in isolated communities. Besides this, other advantages of telemedicine are: -

- Better delivery of specialists services to patients living in isolated or remote regions, where the availability of specialist’s doctors is limited. It facilitates patients and rural practitioners access to specialist health services and support.
- During emergency situations and critical healthcare needs where moving a patient may be undesirable and/or not feasible.
- Access to the quality health services and elimination of distance barriers. It provides more convenience to the patients due to reduction in transportation cost of patient and to health professionals due to reduction in unnecessary travel time
- Helpful in medical education, share best practices and capacity building of doctors

In the project medical information of patient is transferred through telemedicine software using internet or other communication network/ channel and medical equipments for the purpose of counselling, remote medical procedures/ examinations. On which health specialist at centralized call centre and doctor at health institution would discuss the patient’s condition, symptoms, other critical observation via video-conferencing and other medical equipments with real time.

Project Authority

Mission Director, NHM Rajasthan State Health Society, 3rd Floor, Room No. 301, NHM Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 Email: md-nrhm-rj@nic.in;	For more information, please contact	
	Sh. Tribhuvan Pati , Joint Secretary, NHM 0141-2226995, dsnrhm-jpr-rj@nic.in	Sh. Sumesh Singh, Consultant IT, NHM 0141-5142525, 9887283641; medicalcsr@gmail.com

Brief Description of the Project

- Total project period (duration) would be 3 years (extendable for 2 years on mutually agreed by both parties) from the date of commencement. Date of commencement shall be the date of signing the agreement.
- Department of Medical, Health & Family Welfare, Government of Rajasthan is providing health services through 17000+ health institutions in Rajasthan. These health institutions includes District Hospitals, Sub Division Hospitals, Satellite Hospitals, Community Health Centers (CHCs), Primary Health Centers (PHCs) and Sub Health Center (SHCs).
- Access to health care and equitable distribution of health services are the fundamental requirements for achieving Millennium Development Goals and the goals set under the National Health Mission (NHM) launched by the NHM of India in April 2005.
- Many areas in the state predominantly tribal and desert areas, even in well developed districts lack basic health care infrastructure limiting access to health services at present. Over the years, various initiatives have been taken to overcome this difficulty with varied results.
- It is envisaged that the reports and information generated by the system would assist in better monitoring, planning and decision-making and simultaneously simplify the various modules/ sections of the health institutions.

Scope of Services

1. The overall scope is designing, development, supply, installation, implementation, operationalization, commissioning, management and maintenance of end-to-end telemedicine services along with centralized call centre using telemedicine software, computer hardware, medical equipments & infrastructure consisting of cloud based technology, wired or/ and wireless broadband, wide area network on DBOT (Design, Build, Operate and Transfer) basis.
2. The successful bidder shall design, develop, supply, commission, configure, test, implement, manage and maintain the online software (integrated with SMS services) on central server for online submission of patient's information between Doctor & Central Sites, creation and updation of patient's EMR (Electronic Medical Record), consolidation and generation of dashboard and various analytical reports for stake holders.
3. The successful bidder shall establish one centralized call centre (6 seater) at State HQ, Jaipur (i.e. Central Site) from where specialist would be available as per the schedule (the schedule would be decided in consent of NHM, Rajasthan) and to create telemedicine centre at \pm approx 100 nos. (i.e. Remote Site) from where doctor would consult patients information with specialists using telemedicine setup. **List of health institutions is at Annexure-A.**
4. The successful bidder shall ensure system readiness, it includes availability of operational manpower/ staff/ computer operators, Computers, Printers, UPS/ Inverter for backup, Printing Stationary, Printing Cartridges, Internet Connectivity Broadband/ Data card, LAN, Network Switches, Electricity, Electric Points, Security of Counters, Computer Table, Computer Chair, Minor Civil Works/ Renovation of Counters.
5. The successful bidder shall engage and deploy the specialists at "Central Site" and sufficient Project Managers, IT Professionals, Network Managers, Network Executive & Operational Manpower at the State/ District and various project locations for smooth operations of the

project. Operational training to the identified officers/ staff/ stake holders at State/ District/ Remote Sites.

6. Major modules to be covered under the system are as follows:-

- Master Record Management (Indicative master records: State, District, Block/ Tehsil, Year, Month, Institute Location, Institute Location Type, Login User, User type, Specialist, Specialist type, Doctor, etc)
- Registration, Investigation, Follow-up visit, Referral modules etc for consultation with respective specialist in FIFO (First-In-First-Out) manner.
- Powerful Search tool (based on OPD Registration/ IPD Registration/ Emergency Registration data fields)
- User Management (Administrator, State, District, Health Institution I/c, Computer operators)
- Summary + Detailed Reports/ Statistics/ Analysis/ Dashboard and web portal for the generation of Summary + Detailed Reports/ Statistics/ Analysis/ Dashboard at Administration level @ State Hq/ District Hq
- Download data (Month/ Year – Anyone/ All; District – Anyone/ All)
- Master Reports, Change Password, Other Modules as per the requirements

7. The successful bidder shall provide support in operations during the project period. The successful bidder shall prepare all necessary user manual, power point presentation and documentation for the project.

8. The successful bidder shall store the data at central server managed by the bidder. It will be the responsibility of the bidder to provide consolidated monthly data backup to State Hq and same should be kept safe also with themselves. The storage media in the form of External Hard Disk Drive/ DVD/ CD/ Pen Drive shall be provided by the State Hq.

9. All types of Server Hardware, Software, Database, Data Storage, Connectivity, Networking Equipments, Antivirus, Intrusion Software, Security Audit, SMS Services etc required for central server shall be used by the successful bidder of its own. It would be the responsibility of the successful bidder to use high end capacity server hardware, software, internet connectivity of sufficient bandwidth along with backup internet connectivity facility etc to provide the quality service required by the NHM.

10. The Intellectual Property Rights (IPR) of online software designed, developed, license etc deployed for the NHM would be the property of the NHM and transferable to NHM at the end of this Project.

11. It would be the full responsibility of the successful bidder to provide complete backup of all Developed/ Used Application Software (latest & updated version) and whole Database of the complete project period. Successful Bidder would also provide support in transfer and installation of Developed Application & Complete Database on the Servers of NHM owned Data Centre and makes it fully operational without any extra cost/ charges.

12. It would be the responsibility of the successful bidder to provide complete backup of Application Software & Data backup of complete project period at State Level on external HDD at the end of the project. The storage media shall be provided by the State Hq.

General Technical Requirements

- NHM intends to establish telemedicine services project in Rajasthan which is accessible at State/ District Hq. The proposed system shall have the dashboard for various levels State/ District.
- Proposed system shall have ability to generate the various analytical reports, graphical reports, etc which is downloadable in MS Excel and PDF format.
- Proposed system must have ability to consolidate the information, so that the same would be available online in the form of dashboard, graphs and reports etc.
- The solution shall preferably be built with open source technology and inter-operable. All display should be in English or Hindi language.
- As per the industry standard User Authentication System and User Roles framework, as the users are located across the various locations/ levels in the state.
- The system shall support multiple concurrent user transactions.

Access, Roles and Users

Entire set of applications their features shall provide for various levels of secure access based on defined roles and responsibilities within NHM based on units (Project locations) with attached roles and privileges. For e.g. Certain information shall be created / modified by users attached to specific units only but the information can be seen by all such as information related to a district can be created/ modified only by users attached to the district and others can only see the information and copy if applicable unless otherwise specified Application Access shall support multiple roles for a single user and also support delegation as per operational norms of NHM.

Reporting Features

Some illustrative reports are detailed below. While this is not a comprehensive list, successful bidder is required to undertake a detailed study of the report requirements and the system should be able to configure easily and quickly new reports or context sensitive information that requires to be extracted out of the information elements stored in the system.

Sample reports:

- Master Reports
- Month wise District wise Register/ Statistics/ Summary
- Disease/ Specialist/ District wise Register/ Statistics/ Summary
- Patient Category Register/ Statistics/ Summary
- Disease wise Register/ Statistics/ Summary
- Investigation wise Register/ Statistics/ Summary
- Gender wise Register/ Statistics/ Summary
- Age wise Register/ Statistics/ Summary
- Revisit Statistics/ Summary
- Dash board for important indicators (Registration, Male/ Female, Patient category, Disease).
- Other District/ State ... Register/ Statistics/ Summary
- Reports should be exportable/ downloadable in MS Excel/ PDF format
- Any other report as and when required/desired by NHM.
- Login Trail (All/ Selection based)

Details of Operations

- Operations at State HQ and CMHO office level for desired reports, monitoring and analyzing the reports would be done by designated officials/ staff/ employees. But support in operations would be provided by the successful bidder.
- The responsibilities of the successful bidder include, but not limited to:
 - Keeping a watch on the health of the system to ensure minimum downtime of each of the components and to keep sufficient reserve stock of hardware devices and medical equipments.
 - Maintaining and upgrading the software components of the system.
 - Conduct server and database maintenance activities at central server in a scheduled manner and during off-peak hours (preferably on Saturday/ Sunday or Holiday with prior permission and information display on web-portal)
 - Informing concerned staff in case of any component failure.

Documentation

- The successful bidder shall prepare all necessary documentation for the project, and provide this to NHM or its designated officials/ employees for review, approval, record, reference etc as mentioned in this RFP. Some of the documents (but not limited to) to be provided include -
- During installation and post installation, the successful bidder shall provide documentation on As-Built components /customized components to NHM. The documentation should consist of all the configuration details, diagrams, test plans, administration manuals, setup guides etc as minimum.
- The training, operational and user manuals should be in English.
- Any other document (s) deemed necessary for implementation, operation and maintenance of the hardware and network equipments and the overall system.

Training of Users

- The selected bidder shall provide training to system users (Doctor/ Other staff) to efficiently use the system.
- The number of people to be trained would be specified by NHM well before the training schedule starts.
- Training needs to be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in Hindi/English.

Project Implementation Plan

SNo.	Activity	Timeline
1.	Project Start	T1 (within 7 days of award of contract)
2.	Phase-I Application designing, development, testing and user acceptance testing, installation and configuration of system. Preparation and submission of training manual, user manual etc. Training of staff and GO-LIVE at Remote site @ DH/ SDH/ SHSP	T2 = T1 + 60 days
	Phase-II Training of staff and GO-LIVE at Remote site @ CHCs	T2 = T1 + 90 days
4.	After Go-Live, smooth operations of software	T1 + 3 years

Note: The timeline to Go-Live the project is 90 days from the award and acceptance of the tender. However, the awardee may complete the phases before the above stated timeline.

Part-A3

Information and instructions to the bidders

Eligibility Criteria: The RFPs shall qualify on the basis of following eligibility criteria-

Bidder will have to provide the following particulars and should meet the following criterion:

Sr. No.	Pre-qualification criterion for the Bidder	Documents to be submitted
1.	Registration of the bidder: The bidder should be registered sole proprietor firm/ registered partnership firm/ registered company under Companies Act/ registered society under the Societies Registration Act/ Indian Trusts Act/ joint venture company or consortium of entities formed for this purpose/ reputed medical college/ reputed super speciality hospital/ reputed group of hospitals (with min. 300 beds capacity) or their state counterparts. 3 years registration at the time of submission of proposal.	Relevant copy of registration certificates need to be submitted
2.	Experience: Agency should have experience in establishment, implementation and management of minimum 1 telemedicine service project in last 5 years as a Total Solutions Provider (End-To-End). If reputed medical college/ reputed super speciality hospital/ reputed group of hospitals does not have telemedicine project experience then bidder must have 3 years standing experience	Details of project(s)/ experience along with supporting documents/ evidence for size of the project facilities/ components, organization's role (owner/ developer/ operator etc) photographs, accreditations, certifications, work orders/ client's certificate confirming year and area of activity should be submitted.
3.	Financial Soundness/ Stability: Minimum average annual turnover of Rs. 3 Crores in last 3 financial years (2013-14, 2014-15, 2015-16).	Certified copy of audited accounts as supporting documents. Un-audited accounts will not be considered.
4.	Affidavit: The bidder should not have been debarred/ blacklist by any Government organization.	An affidavit (on non-judicial stamp of Rs 100/-) to the effect that the bidder has not been debarred/ blacklisted in the past by any of the State Governments across the country or Government of India and that it will not form any coalition with the other bidder.
5.	Self Declaration: Agency should not have violated any law related to taxes and medical.	A self-declaration certificate should be submitted.

Note: Proof of eligibility of all applicants shall be examined to confirm if eligibility criteria are met. The bidder who fails to meet one or more of the stipulated eligibility criteria shall be declared as "ineligible/non-responsive".

Declarations: Every bidder is supposed to submit a declaration in following annexure:-

- **Annexure B:** Compliance with the Code of Integrity and no Conflict of Interest.
- **Annexure C:** Declaration by the bidder regarding qualifications.

Companies incorporated under the Company's Act, 2013 are eligible on standalone basis or as a part of the bidding consortium.

In case of a consortium, the members should not have been declared bankrupt in the past. Bidder will submit an affidavit to this effect.

If the response to RFP is submitted by a Consortium, the technical and financial requirement shall be met collectively by the Bidding Consortium in which case the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company (Board resolutions for such commitment to be enclosed). Any Consortium, if selected, shall, for the purpose of telemedicine services equipped with man and machine, ***incorporate a Project Company (SPV) with equity participation by the Members in line with consortium agreement before signing the agreement with RSHS (NHM)*** i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RFP. This shall not change till the signing of agreement and the percentage of Controlling Shareholding (held by the Lead Member holding more than 50% of voting rights) shall not change from the RFP up to One Year after the commencement of agreement. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of agreement, the arrangement should not change the status of the Controlling Shareholder and of the lead member in the Project Company at least up to one year after the commencement of agreement. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the project company.

Where the financially evaluated company is not the Bidding Company or a member of a bidding consortium, as the case may be, the Bidding Company or a member shall continue to be an affiliate of the financially evaluated company till completion of the Project.

In case the strength is drawn from parent / ultimate parent / affiliate, copy of Board resolution as per Annexure N-A authorizing to invest the committed equity for the project company / consortium is to be submitted with RFP along with an unqualified opinion from a legal counsel of such foreign entity stating that the Board resolution are in compliance with applicable laws of the countries' respective jurisdiction of the issuing company and the authorization granted therein are true and valid.

In a bidding consortium, each share holding company needs to satisfy the net worth requirement on a pro-rata equity commitment basis as per **Annexure T**.

The company having the maximum number of share (having voting rights) has to be a lead member having the shareholding of more than 50% in the Bidding Consortium.

Maximum 3 companies can join the consortium and any such member shall not have less than 25% share in the Consortium.

The bidder shall inform himself fully that: The bidder shall be deemed to have been satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms

of reference, he should submit his issue/question in writing at least 3 days before pre-bid/ proposal conference.

Pre-Bid/Proposal Conference:

All the prospective bidders who have purchased the RFP document will be invited to attend the pre-bid/proposal Conference to be held on (Refer NIT/ addendum) in the office of Mission Director, NHM, Tilak Marg, Swasthya Bhawan, Jaipur. Issues relating to the project received in writing 3 days before the conference will be scrutinized. The Project Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of RFP, NHM may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda(s) and conveyed to the bidders found successful in evaluation of the RFP. The addenda(s) would also be placed on the websites www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in and sppp.rajasthan.gov.in. Such addenda(s) will become integral part of this RFP document.

Evaluation of the Proposals

The proposals received online up to due date and time as mentioned in the NIT/addendum will only be considered for evaluation. At the first instance Technical Part shall be opened and evaluated. Evaluations shall be done at state level by a committee of constituted under the Chairmanship of Joint Secretary, NHM Bidder who fulfills the eligibility criteria laid down in the RFP shall be called for technical presentation before the committee of following:-

1. Additional Mission Director, NHM
2. Joint Secretary, NHM
3. Director (Finance) NHM
4. Project Director, NHM
5. Director (Public Health)/ Director (RCH)
6. State Program Manager, NHM
7. Project Director (Maternal Health), NHM
8. Representative of Secretary IT, GoR
9. Representative of SIO, NIC
10. Consultant IT/ MMJRK-IT, NHM

Financial Part of only those bidders will be opened who are found substantially in order of the RFP stipulations and qualifies in the above technical presentation. Committee reserves the powers to disqualify any or all bidders without assigning reasons thereof even though the bidder/s qualifies the **Eligibility Criteria** laid down in the RFP. The decision of the committee shall be final binding on the bidders. To facilitate evaluation, RSHS (NHM) may, at its sole discretion, seek clarifications/ information in writing from any bidder.

Method for submission of Proposals: The proposal shall be submitted online in two parts:

- Part A – Technical Proposal as per RFP
- Part B – Financial Proposal as per Annexure-M

The Proposal shall be digitally signed by the applicant/authorized representative of the applicant on each page. In case the applicant is a consortium of two or more companies the proposal shall be signed by the duly authorized signatory of the lead member and shall be legally binding on all the members of the Consortium.

The proposals shall contain the information required for each of the member of the Consortium.

(i) Power of Attorney for signing of bid: The bidder should submit a Power of Attorney as per the format in **Annexure-O**, authorizing the signatory of the bid to commit on behalf of the bidder.

(ii) Power of Attorney for Lead Members of Consortium: In case the bidder is a Consortium, the members thereof should furnish a Power of Attorney in favor of the Lead Member in the format in **Annexure-P**.

Part-A Technical Part: Technical Proposal should contain-

1. Covering Letter and Application Form.
2. DD/ Banker's Cheque issued by scheduled bank to be submitted physically towards cost of document, RISL processing fees and as Bid Security amounting (Refer NIT/ Addendum)
3. RFP document with all papers duly signed and stamped along with originally filled RFP with page number on each page.
4. All supporting documents and information with respect to the eligibility criteria and evaluation of the proposal. Photocopies of the supporting documents shall be duly self attested.
5. Well organized proposal (in a sequential manner having index in starting mentioning contents with page number) duly page numbered and each page signed and stamped by the authorized signatory of the bidder. Bidder may refer to the checklist Annexure D for submission of proposal before submission.
6. Clear cut time frame (with activity wise deadlines) for implementation of the Project for e.g. development of software, recruitment and deployment of staff, training, on ground operations, any other etc.
7. In case of consortium, original Power of attorney for signing of application by the lead member as per **Annexure-P**.
8. Letter of Exclusivity (in case of application by Consortium) as per **Annexure-Q**
9. Affidavit of Declaration (Anti Collusion Certificate) mentioning that the applicant/consortium will not collude with the other applicants as per **Annexure-S(B)**
10. The Bidder should submit details of financial capability for the last three (3) financial years as per **Annexure-T**. The Qualification Bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the Members of Consortium should be submitted.
11. All required annexure are mentioned in this document.

Part-B Financial Part: Technical-

1. Bidder shall submit Financial Proposal as per Annexure – M.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

Validity of the Proposal: The proposal shall remain valid for 90 days after the date of opening of technical bid/ proposal. Any proposal, which is valid for a shorter period, shall be rejected as non-responsive. However the same can be extended with the mutual consent and acceptance of the bidder.

Modification/withdrawal of the Proposal: No bid shall be withdrawn/substituted or modified after the last date and time fixed for receipt of bids.

Cost of Proposal: The Applicants shall be responsible for all of the costs associated with the preparation of their RFP and their participation in the Selection Process. Department will neither be responsible nor in any way be liable for such costs, regardless of the conduct or outcome of the Selection Process.

Number of Proposals: A bidder is eligible to submit only one proposal for the project. A bidder company bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

Acknowledgement by Applicant

- a) 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 Department.
 - Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Department or relating to any of the matters stated in the RFP Document.
 - Satisfies himself/herself about all the matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
 - Acknowledged that it does not have any Conflict of Interest; and
 - Agreed to be bound by the undertaking provided under and in terms hereof.
- b) The Department 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 Department.

The bidders should note the following:

1. That the incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter

or any other documents as per the specified formats may be considered non-responsive and liable for rejection.

2. Strict adherence to formats, wherever specified, is required.
3. All communication and information should be provided in writing.
4. No change in/or supplementary information shall be accepted once the RFP is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the RFP.
5. The RFP shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, NHM reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
6. The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
7. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of Deputy Secretary, NHM reserves the right to vet and verify any or all information submitted by the Bidder.
8. If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of Joint Secretary, NHM, if satisfied.
9. The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
10. The RSHS (NHM) may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addenda. Communication of such extension to the persons who purchased the RFP document shall be made by National Health Mission.
11. The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with RSHS (NHM). This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm/consortium.

Grievance Redressal during the RFP Process: Bidder shall refer to the Annexure-E for the process of Grievance Redressal during the process of RFP.

Non-Transferrable RFP: This RFP is non-transferrable. The bidder to whom the tender has been issued can participate in the bid only.

Payment terms:

1. The payment will start after the successful commercial deployment and “Go-Live” status.
2. The payment will be made by Rajasthan State Health Society, Jaipur for all locations to the bidder.
3. Payments as per Annexure-F

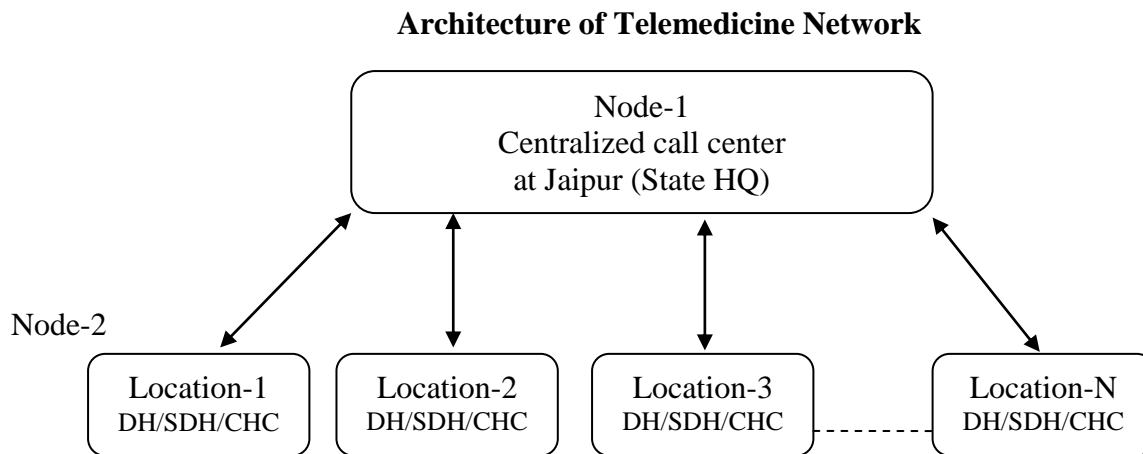
Part- A4
TERMS OF REFERENCE

Scope of the project

- Designing, development, supply, installation, implementation, operationalization, commissioning, management and maintenance of end-to-end telemedicine services along with centralized call centre using telemedicine software, computer hardware, medical equipments & infrastructure consisting of cloud based technology, wired or/ and wireless broadband, wide area network on DBOT (Design, Build, Operate and Transfer) basis.
- Development of technology platform for gathering, compiling, storing of information pertaining to health related issues for better monitoring, management, planning and decision-making by the stake holders. Consolidation of information for generation of dashboard and various analytical reports through online web-portal.
- The proposed solution envisage the functionality and ensures state of art tools to be used for telemedicine consultations among one centralized call center (6 seats hub) and all nodes, to provide best medical aid to patients at remote care centers. The response to be designed considering the ease of operation, usability and scalability to meet future demand; without compromising on high performance and reliability required for superior diagnosis and medical assistance.

Defining a Telemedicine Network

The specific structure of any particular telemedicine center of the network would depend on the geographic factors of the area that will be serviced by the network, and the type of local users there. Following type of nodes have been envisioned Node-1: One centralized call centre (Central Site having 6 seats) and Node-2: Health institutions (District Hospital/ Sub Division Hospital/ Community Health Centre) approx. ±100



Characteristics and features of Node-1 (i.e. Centralized call centre at Jaipur (State HQ))

Node-1 is referred as “Central Site”. Telemedicine room for centralized call center, telemedicine software platform, computer hardware (Desktop computers, laptops, web-cam, microphone, speakers, telephone connections, network switches, local area networking etc.), computer table, chair, multi-functional printer, electronics equipments, medical equipments internet connectivity /

bandwidth (2Mbps) requirements (e.g. Leased line, Broad band, Wireless), One-to-one or Multi-point video conferencing system. Secure centralized long-term electronic record storage. Multiple telemedicine stations at Central Site for simultaneous tele-consultation with Remote Site (minimum 6 nos.). **Central Site should be operational from 8:00 am to 08:00 pm on 6 week days, as per the schedule of specialist services. Schedule of holidays will be given by the department.**

Tentative Schedule for “Central Site”

Sr. No.	Medical Department	Functional Time	Days
1.	General Physician	08 am to 08 pm	6 days
2.	Obstetrician & Gynaecologist	08 am to 08 pm	6 days
3.	Pediatrician	08 am to 08 pm	6 days
4.	Orthopadician	11 am to 04 pm	Monday
5.	PMR (Physical Medicine and Rehabilitation)	11 am to 04 pm	Monday
6.	Gastroenterologist	11 am to 04 pm	Tuesday
7.	Oncologist	11 am to 04 pm	Tuesday
8.	Endocrinologist	11 am to 04 pm	Wednesday
9.	Skin and VD	11 am to 04 pm	Wednesday
10.	Cardiologist	11 am to 04 pm	Thursday
11.	PMR (Physical Medicine and Rehabilitation)	11 am to 04 pm	Thursday
12.	Nephrologist	11 am to 04 pm	Friday
13.	Neurologist	11 am to 04 pm	Friday
14.	Cardiologist	11 am to 04 pm	Saturday
15.	Urologist	11 am to 04 pm	Saturday

Note: A) Specialty may be changed/ amended as per need or demand. Above mentioned schedule can be adjusted on demand. Days are flexible for Sr. No. 4 to 15. B) Paramedical staff (2) (B.Sc.-Nursing or above) and Counselor (2) during operational timings.

Characteristics and features of Node-2 (i.e. District Hospital/ SDH/ CHC)

Node-2 are referred as “Remote Site”. Telemedicine room for tele-consultation, bed for patient (to be provided by Medical and Health Department), telemedicine software platform, compatible medical and medico-IT equipments for interfacing with telemedicine setup and/or other software / hardware, computer hardware (Desktop computers, laptops, web-cam, microphone, speakers, telephone connections, network switches, local area networking etc.), computer table, chair, multi-functional printer, electronics equipments, medical equipments internet connectivity / bandwidth requirements (e.g. Leased line, Broad band, Wireless), One-to-one video conferencing system (may be portable). **Doctors from health institutions would consult the patients’ information with Central Site during operational timings of Central Site from 08 am to 08 pm on 6 week days, as per the schedule of specialist services.**

Following proposed list of medical test and services should be provided by the successful bidder but not limited at Remote site.

SNo.	Remote site @ District Hospital	Remote site @ CHC
1.	Temperature Measurement	Temperature Measurement
2.	Blood Glucose examination	Blood Glucose examination
3.	Pulse oxymeter	Pulse oxymeter
4.	BP instrument	BP instrument
5.	Foetal Heart Rate Monitor	Foetal Heart Rate Monitor
6.	Digital ECG	Digital ECG
7.	Digital Stethoscope	Digital Stethoscope
8.	Scanner for digital transmission of X Ray/ CT Scan/ MRI	Scanner for digital transmission of X Ray/ CT Scan/ MRI
9.	Any other required equipment/ instrument as per the specialty.	Any other required equipment/ instrument as per the specialty.

Tentative Process Flow and Infrastructure Envisaged

For Node-1 Units (Central Site): Central Site is purely would provide expert opinion on data/ information sent by Remote Site. Due to nature of these units being referral, with multiple lower level units connecting, transmitting data, and requiring expert opinion / intervention, it is necessary to provide multiple telemedicine seats. In the initial phase there must be at least 6 functional seats available at Node-1, which can be increased as per the requirement.

These units will have one-to-one or/ and multi-point video-conferencing system, so that it can cater to various locations at a time. Any type of hybrid communication channel of sufficient internet bandwidth can be established between Node-1 and Node-2 units for smooth tele-consultation or CME sessions. A minimum bandwidth of 2 Mbps or more for videoconference and data transmission is deemed sufficient. There has to be provision for enabling VC across any of the Node 1 and Node 2.

For Node-2 Units (Remote Site): Remote Site would request the Central Site (as per the schedule of specialty). These sites would capture the patients information and investigation using medical equipments and send it to the Node-1 for expert opinion. These units would be equipped with basic setup having a single multimedia computer system and IP/Codec-based Video conference system. Diagnostic reports of the patient will be forwarded to Node-1 using the telemedicine software system. Film Scanner may be used for sending X-ray / CT / MRI images and Tele-microscopy system to send smear for parasite in blood for bacteriological studies. Additionally, a digital ECG device has to be provided. A basic multi functional printer may also be provided for printing report and records for distribution to patient.

The telemedicine functionality at these units have to be a self-sufficient system (Server / Client system) with ability to create and maintain long-term electronic medical record (EMR) of patient. This model supports offline, online, and interactive telemedicine creating complete technological base of all types of services / modalities.

A web-based Server system having all facility to allow local consultant and remote NODE-1 doctors to connect, create, store, retrieve EMR and provide/retrieve expert opinion. This model supports

offline, and web-based telemedicine creating sufficient and cost-effective technological base of all types of services / modalities. **Note: Vendor may suggest network architecture fulfilling above mentioned requirement.**

Software Requirements: Software should be efficient, scalable and transparent to assist the stakeholders of RSHS (NHM) (at state/districts) for the better monitoring, management, planning and decision-making to ensure the effective delivery of health services using telemedicine. Bidder shall also ensure maintenance of hardware, software, servers and all other solutions and equipments etc

1. GIS Mapping of all connected Node-1 and Node-2 type health institutions and node information should be display on map
2. Integration with SMS gateway and Email: For information or notification of case to the concerned person (e.g: **telemedicine.raj@gmail.com**).
3. Integration possibility of telemedicine software with PCTS/ Arogya Online (AOL)/ IAP (Integrated Ambulance Project) and other departmental software.
1. Dashboard
 - a. No. of patients (today, till date)
 - b. No. of investigations (today, till date)
 - c. Specialty wise no. of patients (today, till date)
 - d. District wise no. of patients (today, till date)
2. User Management System (User-role, Access rights): Application will capable to de-assign / modify the user credentials.
 - a. Admin
 - b. State Hq
 - c. District Hq
 - d. Block Hq
 - e. PMO
 - f. MOIC/ Doctor
 - g. Other users
3. **Search Module:** to view information of any case on the basis of following parameters (Session ID, Session Date, Patient Name – first 3 characters, Patient Mobile No., Gender, Address - first 3 characters, District, Health Institution Name, telemedicine center name). Include provision of Query By form in the software for the generation of any kind of dynamic reports (downloadable/exportable). Dynamic reporting should be incorporated in the software, so that queries can be generated on various fields
4. Regular AMC of hardware/ software/ security / communication channels etc. for the smooth operations of the telemedicine centres. Hand-over of complete operational system at the end of the project period/ termination/ discontinuation services.
5. Each session must be recorded and kept. Submission of monthly backup of database by 3rd of every month to the NHM and the support to restore the backup and view/search information.
6. Application software, database structures, database, application user-interfaces, user guidelines, flowcharts, training manuals and other information should be provided to RSHS (NHM) which will be the property of RSHS (NHM).
7. Appropriate user-rights for generating reports and viewing the information should be provided to the department to generate information from the system on real-time basis with quality, completeness and relevancy of information in the various reports. Software will come with the facility of redesign/customisable the reporting format, graphical format.

8. Generation of report will be: daily report, weekly report, fortnightly report, monthly report, quarterly report and yearly report. Report will be export in multiple formats like PDF, EXCEL, and WORD.

Specifications and Standards:

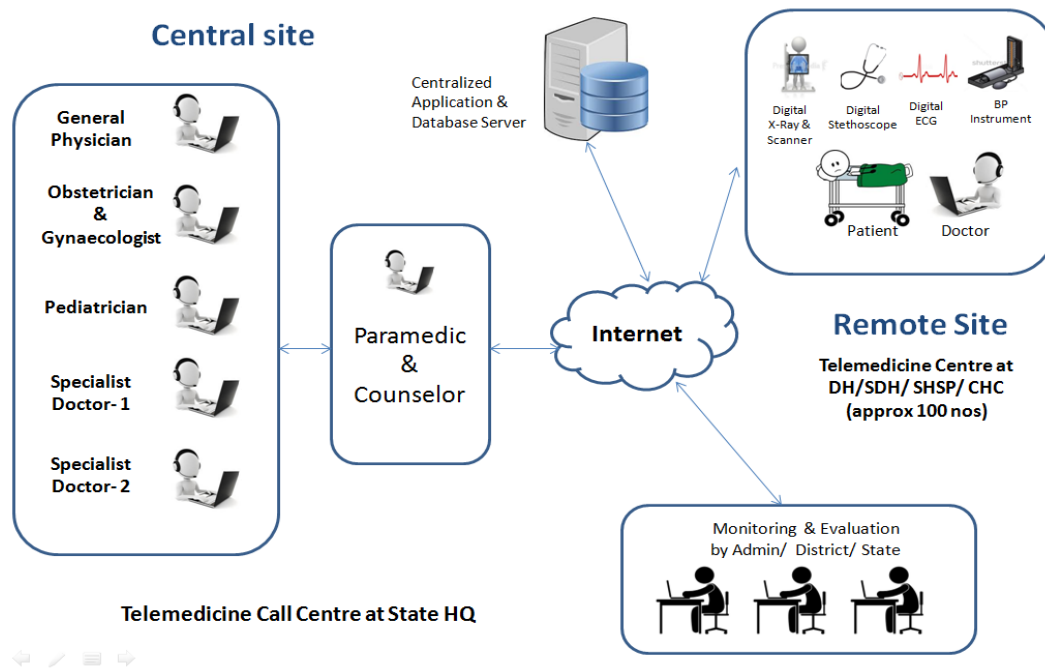
1. All equipments used should be compliant with ISI/BIS standards as and where applicable.
2. All instruments installed across the centers have to calibrated and deemed fit for medical use. They should comply with ISO 13485/13488 standards.
3. Patient Safety Norms as per Industry Standards and best practices should be followed by the service provider.
4. Bidder should make sure that there telemedicine setup should be compliant with the global standard like HL-7, ICD, LOINC, DICOM, NDC, DRG and HIPAA as and when applicable

HL-7: Data Exchange; MDDS and SNOMED-CT; ICD- International Codification of Diseases; LOINC- Logical Observation Identifiers names and Codes; DICOM: Digital Imaging in Medicine; DRG: Diagnosis Related Grouping; ; DC: National Drug Codification; HIPAA: Privacy Standard

Manpower Requirements: Manpower as deemed necessary by the client for performing as per Scope of Work and adhering to Service Levels should be deployed by the vendor. Following structure of manpower deployments is suggested by NHM.

1. **Project Manager (1) :** For overall responsibility for the successful and smooth running of the project and coordination with State/ District/ Block Authorities. Qualification: MBA/ M. Tech with minimum 7 years of experience.
2. **Helpdesk:** For regular repair and maintenance of equipment and software with telephonic support. It will have the responsibility of maintaining the required uptime and adhering to SLA's.
3. **Network/ IT Expert:** For network management between Node-1 and Node-2 locations with relevant experience.
4. Paramedical staff and Counselors for Central site
5. Ensure sufficient manpower/ computer operators for Node-2 units for ensuring continuous and smooth operations.
6. Periodic and as & when required, training for users at Node-1 and Node-2 is to be provided by bidders.

Tentative Telemedicine Services Project Setup



Responsibilities of the Bidder:

- The successful bidder would be the Total Solution Provider (TSP) for the implementation of project as per terms and conditions of the agreement in the State of Rajasthan.
- Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes. Software should be efficient, scalable and transparent to assist the stake-holders of RSHS (NHM) (at state/districts) for the better monitoring, management, planning and decision-making to ensure the effective delivery of health services using telemedicine. Bidder shall also ensure maintenance of hardware, software, servers and all other solutions and equipments etc.
- Designing, development, supply, installation, implementation, operationalization, commissioning, management and maintenance of end-to-end telemedicine services along with centralized call centre using telemedicine software, computer hardware, medical equipments & infrastructure consisting of cloud based technology, wired or/ and wireless broadband, wide area network on DBOT (Design, Build, Operate and Transfer) basis.
- Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices. Observance sound management practices, employing appropriate advanced technology and safe methods. In respect of any matter relating to the agreement, always act as faithful partner to the NHM and shall all times support and safeguard the NHM's legitimate interests in any dealing with the contracts, sub-contracts and third parties.
- Shall not accept for his own benefit any user charges, commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.
- Required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the

project and 'fraudulent practice' means mis-representation of facts in order to influence implementation process of the project in detriment of the NHM.

- Adherence to the mutually agreed time schedules. Strict adherence to the stipulated time schedules for various activities.
- Ensuring proper and timely monitoring and management of the services. Scheduled maintenance visit to the Node-2 type health institutions in coordination with MOIC (min. one visit per quarter).
- Under any circumstances, the Bidder shall not entrust/sublet to any one contract or mission of the NHM.
- Ensure proper service delivery as per the guidelines laid down by the NHM. 24x7 Central Data Server for consolidation (repository) of information and to generate various dashboard, analytical reports to assist in decision making. To submit various reports and information within the stipulated timeframe as desired by the National Health Mission.
- Establishment of centralised call center at Jaipur and deployment of Specialist doctors at Central Site as per the schedule. Deployment of qualified, expert, experienced technical IT/ Network/ Managerial professionals / staff for implementation, operationalization, maintenance and management of telemedicine setup.
- Trainings of Doctors at Node-2 type of health institutions. Regular submission of desired information and reports to the different stake-holders.
- To ensure system readiness (*System readiness e.g. availability of operational manpower/ staff/ computer operators, Computers, Printers, UPS/ Inverter for backup, Printing Stationary, Printing Cartridges, Internet Connectivity Broadband/ Data card, LAN, Network Switches, Electricity, Electric Points, Security of Counters, Computer Table, Computer Chair, Minor Civil Works/ Renovation of Counters etc*)
- The bidder will appoint a person to be the nodal point for coordinating with the client. The person identified must be available over phone at all times.
- The bidder will sign a non-disclosure agreement with the client for running the Telemedicine system. This non-disclosure agreement will cover all the data that has been provided by the client for the operations of the helpdesk along with all the data that is generated during the operation of the helpdesk.
- The vendor will arrange, install and maintain the necessary hardware and licensed application software including computers, routers, switches, networking etc.
- The vendor will arrange, install and maintain equipment for transmission of medical data and images.
- The bidder will provide all audit - logs, video recordings, patient data and other necessary details and data as and when required by the client.
- All expenses pertaining to the manpower deployed in the process along with maintenance cost of hardware/software will be borne by the bidder.
- The bidder is solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- The bidder will treat as confidential all data and information about client, obtained during execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of client.
- The bidder has to ensure the backup of complete data in accordance to policy defined on the backup server along with complete data of two quarter on central server.
- Central Site should be located or established in municipal area of Jaipur, Rajasthan.

- Central Site loaded with CCTV (Closed-circuit television) surveillance system. One monitoring setup of CCTV should be made available by the bidder at Swasthya Bhawan with facility to view videos on big screen television (42” or more LED), latest computer setup, sound system with headphones and with all controls of CCTV.

Responsibility of National Health Mission / Government of Rajasthan

- National Health Mission /GOR shall provide appropriate assistance and issuance of office orders for implementation of the project, so as to benefit maximum people of Rajasthan.
- Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement.
- Space/ Room for telemedicine setup for tele-consultation room at Remote Site (Node-2)
- To conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the service provider.
- Prescribe various formats for reporting progress of the project. Service Provider may submit its own reporting formats which can be used after due approval by the Government.
- **MD NHM will have the right to make suitable changes/ amendments as and when required.**

Commencement and duration of the project:

- Duration of the project will be for 3 years (extendable as mutually agreed by both parties) from the date of commencement. Date of commencement shall be the date of signing the agreement.

Bid Security and Performance Security

Bid Security: 2% of the total estimated annual Project Cost Rs. 1000.00 Lacs in the form of Banker’s Cheque/ Demand Draft in favor of “Rajasthan State Health Society” payable at Jaipur.. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

In the absence of the Bid Security, technical proposal of the bidder shall be rejected. The Bid Security shall be kept valid through the proposal validity period and would be required to be extended if so required by the department.

The Bid Security shall be returned to unsuccessful bidders within a period of eight (8) weeks from the date of announcement of the successful bidder without any interest or claim whatsoever.

The Bid Security shall be forfeited in the following namely:

- a. when the bidder withdraws or modifies its bid after opening of bids;
- b. when the bidder does not execute the agreement , if any , after placement of supply / work order within the specified period;
- c. when the bidder fails to commence the supply of goods or services or execute work as per supply / work order within the time specified;
- d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed;
- e. if the bidder breaches any provision of code of integrity for bidders specified in the act;

Without any right of claim of the bidder, if the bidder withdraws/modifies its proposal during the interval between the proposal due date and expiration of the proposal validity period of the “Telemedicine Services Project in Rajasthan”- Request for Proposal.

Performance Security: The bidder whose proposal is accepted and Award issued shall have to deposit Performance Security of an amount of 5% of the total project cost to be calculated on the basis of rates received in the RFP along with signing of the agreement. Amount of Bid Security can be adjusted into the security deposit. Security deposit is required for due performance of the agreement. Non submission of Performance security within the specified time may also lead to forfeiture of the Bid Security in the following case:-

1. When any terms and conditions of contract are breached.
2. When the tenderer fails to make complete supply satisfactorily.
3. Notice of reasonable time will be given in case of forfeiture of security deposit.
4. The decision of purchase officer in this regard shall be final.
5. The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stand counter part of the agreement.

Performance security furnished in the form specified in clause 3.10.2 (b) to (e) of sub- rule (3) of Rule 75 of the said Rules 2013 shall remain valid for a period of sixty days beyond the completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

The Government in the following circumstances can forfeit the Security Deposit:

- (i) When any terms or conditions of the agreement are infringed or not complied with.
- (ii) When the service provider fails in providing the services satisfactorily.

Notice will be given to the bidder/service provider with reasonable time before the earnest money / security deposit is forfeited.

Financing of the Project:

Financing of the project shall be on reimbursement basis in accordance with the provisions of the agreement. Claims/reimbursements are envisaged on fortnightly basis on submission of statements of invoices by the service provider. No advance financing shall be done under any circumstances.

Investment and ownership

All movable and immovable assets created in the project will be the property of RSHS (NHM), Government of Rajasthan. Account of such assets shall be maintained properly. The assets will have to be handed over to the Government on completion/termination of the agreement in proper working condition. Service Provider shall ensure to send the detailed information on monthly basis of the assets procured in that particular month.

Saving Clause: In the absence of any specific provision in the agreement on any issue, the provisions of the financial and procurement rules of NHM, Rajasthan shall be applicable along with the guidelines issued/to be issued by the MD, NHM.

Additional Conditions of the contract: Bidder shall abide by the additional conditions of the contract mentioned in **Annexure G.**

Service Level Agreement, Penalty Clause and Backup policy

Service Levels: The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the TSP to NHM for the duration of the contract for providing Software Application, Training, Maintenance and Warranty support against the stated scope of work. NHM shall regularly review the performance of the services being provided by the TSP and the effectiveness of this SLA. Vendor will have to make provision in the application itself to calculate Downtime.

Definitions: For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

"Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to NHM and users. Uptime, in percentage, of any IT component can be calculated as:

$$\text{Uptime \%} = (\text{uptime}) / (\text{Total Time}) * 100$$

"Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to NHM and user / HoDs.

"Incident" refers to any event / abnormalities in the functioning of tele-medicine specified services that may lead to disruption in normal operations of tele-medicine services.

"Resolution Time" shall mean the time taken (after the incident has been reported at the concerned reporting center), in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation. The resolution time shall vary based on the severity of the incident reported.

Equipment/network/system failure: The Vendor is supposed to ensure proper running of entire system at all times. In the event of equipment/network/system failure, the vendor will be required to make alternate arrangements and ensure that the Telemedicine service on all centers runs uninterruptedly and smoothly. During the period of failure, the service provider shall make suitable arrangements as agreed with the client. No penalties will be charged for uptime of 99 %. For every cumulative hour of downtime beyond that limit during "stipulated hours" or "requested hours" of service following penalties will be charged.

Operational Parameters/ Implementation Activity and LD/Compensation/Penalties:

Following are the broad operational parameters and norms for imposition of liquidated damages/ compensation/ penalty with regard to default in implementation of the project:

SNo.	Implementation activity/ Operational parameter	Time Lines	LD/ Compensation / Penalty in case of default
1.	Commencement of the service at Central Site	Within 60 days from signing of the agreement.	@ Rs. 10000/- per day after 60 days from the signing of the agreement.
2.	Phase- 1st Commencement of the service at Remote Site – District Hospitals/Sub Division Hospital/Satellite Hospital	Within 60 days from signing of the agreement.	@ Rs 1000/- per Node-2 per day after 60 days from the signing of the agreement.
3.	Phase- 2nd Commencement of the service at Remote Site – CHCs	Within 90 days from signing of the agreement.	@ Rs 1000/- per Node-2 per day after 90 days from the signing of the agreement.
4.	Scheduled maintenance visit of all Node – 2 after installation.	Every quarterly visit	@ Rs 1000/- per Node-2 per day after every quarter, if quarterly visit is not performed
5.	Server down-time per month due to failure of equipment/ network/ system failure.	>= 3% and above >= 2% and < 3% >= 1% and < 2% < 1% and below	Rs. 1,50,000/- per Month Rs. 1,00,000/- per Month Rs. 50,000/- per Month Nil
6.	Full time availability of specialists at Central Site	As per the schedule	Rs. 12,000/- per day per Specialist
7.	Remote site down	Site down for more than 1 day	Rs. 1000/- per day per site, subject to the grace period, if approved

Note: These penalties will be deducted for up to a maximum of 30 days after which NHM reserves the right to terminate the contract. SLA adherence will be monitored by NHM on Quarterly basis. Any default on 99% uptime per quarter will result in penalties mentioned in table above.

The amount of liquidated damages/compensation/penalties shall be recovered from the claims submitted by the Bidder or its Bid Security/ Performance Security. In the absence of any claim(s), these can be recovered as per provisions of the Public Debt Recovery Act.

Force Majeure:

- 1) The term ‘Force Majeure’ means an event which is beyond the reasonable control of a party which makes the party’s performance of its obligations under the agreement impossible under the circumstances.
- 2) The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event-

- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- b) Has informed the other party as soon as possible about the occurrence of such an event.

Termination/Suspension of the agreement:

Rajasthan State Health Society may, by written notice suspend the agreement if the Bidder fails to perform any of his obligations as per agreement including carrying out the services, such notice of suspension-

- a) Shall specify the nature of failure, and
- b) Shall request to remedy such failure within a period not exceeding 15 days after the receipt of such notice by the partner.

The NHM may terminate the MoU by not less than 30 days written notice of termination to the Bidder, to be given after the occurrence of any of the events specified below and/or as specified in agreement-

- a) If the Bidder does not remedy a failure in the performance of his obligations within 60 days of receipt of notice or within such further period as the NHM have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt.
- c) If, as a result of force majeure, the Bidder is unable to perform a material portion of the services for a period of not less than 30 days: or
- d) If, in the judgment of the NHM, Rajasthan, it is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

Grievance Redressal during procurement process: If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the procurement process the same shall be referred for decision to MD, NHM as First Appellate Authority and Second Appellate Authority shall be Principal Secretary Medical Health and Family Welfare , GoR. Format of Grievance Redressal at Annexure E.

Settlement of Disputes and Arbitration

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred for decision to the committee constituted as below:-

1. Principal Secretary Medical Health and Family Welfare, GoR.
2. Representative of Principal Secretary Finance, GoR.
3. Representative of Principal Secretary Law, GoR
4. Representative of Principal Secretary IT, GoR.

In case of dispute, payment of 10% to 25% shall be “with-held” and will be paid on settlement of the dispute.

If either of the party is not satisfied with the decision of above committee it may refer the matter for arbitration as per clause of arbitration.

Arbitration

If dispute or difference of any kind shall arise between the NHM and the Service Provider in connection with or relating to the agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultations and even after the decision of Dispute Settlement Committee within thirty days of commencement of meeting of Dispute Settlement Committee, then either the NHM or the Service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed by the NHM. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/she shall be replaced by another person appointed by NHM to act as Arbitrator.

Work under the agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the NHM or the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

Reference to arbitration shall be a condition precedent to any other action at law.

Venue of Arbitration: The venue of arbitration shall be Jaipur, Rajasthan.

Right to accept or reject any of the proposals: Rajasthan State Health Society (RSHS) reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

Award of contract and execution of agreement: On evaluation of RFP and decision thereon, the selected bidder shall have to execute an agreement with the RSHS within 15 days from the date of acceptance of the bid is communicated to him. This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit Performance Security as per provisions of this document.

Jurisdiction of Courts: All legal proceedings, if necessarily arise to institute by any of the parties shall have to be lodged in the courts situated in Jaipur, Rajasthan and not elsewhere.

Resolution of Complaints: The service provider will provide help desk number for registration and resolution of complaints related to malfunction of medical equipment/software application/hardware etc. All complaints should be resolved to the satisfaction of client either through replacement or repair of equipment/ network/ system or any other means necessary within 24 hours of registration of complaint. In case of delay 0.5% of monthly invoice for that Level will be deducted per day to the maximum for 5 days. If the complaint is still not resolved the client reserves the right to terminate the contract.

Confidentiality: The service provider shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the service provider divulge/reveal/share such data for the purpose other than for meeting the client's requirement. Any violation of this confidentiality clause may result in instant termination of the contract and the service provider shall pay liquidated damage of Rs. 1,00,00,000/-(Rupees One Crore) to the client

and the client shall reserve the right to blacklist the service provider for any future contracts. The decision of the client shall be final in this regard and binding on the service provider.

Backup Policy: The service provider shall have a complete backup of all the data (EMR and other related data records) along with the VC recording for the complete duration of the project at a backup server and hand over the data to the NHM at the end the project along with the retrieval software (for data to be in readable and extractable format) for further usage. The service provider has to submit complete data along with the VC recording for each quarter in backup media as part of deliverable. At central live storage server data for last 2 quarters (from the date of generation of date e.g. for data generated on 1st March, 2016 has to be stored on live storage server till 31st August 2016).

Monitoring & Evaluation:

- a) The performance will be reviewed by Mission Director, National Health Mission as and when required and quarterly by Principal Secretary, Medical & Health Department.
- b) The District Chief Medical & Health Officers will oversee the activity within their respective districts.
- c) The services and records of the service shall be subject to inspection by designated officer(s) of Medical & Health Department.
- d) Evaluation of performance may be undertaken by National Health Mission.

Modifications: Modifications in terms of reference including scope of the services can only be made by written consent of both parties. However, basic conditions of the agreement shall not be modified.

ANNEXURES

Annexure- A
(List of CHCs)

A	B	C	D	E	F	G
SNO.	District	Block	CHC	Total OPD during the period	No. of OPD per Day (F=E/365)	Category
1.	Ajmer	Masooda	Vijaynagar	135052	370	4
2.	Ajmer	Pisagan	Pushkar	121475	333	4
3.	Alwar	Bansur	Bansur	110052	302	4
4.	Banswara	Ghatol	Ghatol	69479	190	3
5.	Baran	Atru	Atru	81937	224	3
6.	Baran	Shahbad	Kelwara	72406	198	3
7.	Barmer	Dhorimana	Dhorimanna	77575	213	3
8.	Bharatpur	Bhusawar	Bhusawar	77035	211	3
9.	Bharatpur	Nadbai	Nadbai	102782	282	3
10.	Bhilwara	Gulabpura	Gulabpura	88032	241	3
11.	Bikaner	Khajuwala	Khajuwala	114334	313	4
12.	Bikaner	Loonkaransar	Loonkaransar	105655	289	3
13.	Bundi	Kapren	Kapren	115761	317	4
14.	Chittorgarh	Begun	Begun	146914	403	4
15.	Churu	Sardarsahar	Sardarsahar	145526	399	4
16.	Dausa	Bandikui	Bandikui	136228	373	4
17.	Dholpur	Baseri	Sarmathura	72952	200	3
18.	Dungarpur	Simalwara	Simalwara	37635	103	3
19.	Ganganagar	Padampur	Padampur	90994	249	3
20.	Hanumangarh	Sangria	Sangria	152523	418	4
21.	Jaipur I	Jamwa Ramgarh	Jamuarangarh	110512	303	4
22.	Jaipur I	Shahpura	Shahpura	193227	529	5
23.	Jaipur II	Chaksu	Chaksu	150639	413	4
24.	Jaipur II	Sambhar	Phulera	129713	355	4
25.	Jaisalmer	Pokaran	Pokaran	159627	437	4

26.	Jalore	Bhinmal	Bhinmal	110193	302	3
27.	Jhalawar	Jhalrapatan	Bhawani Mandi	156959	430	4
28.	Jhunjhunu	Chirawa	Chirawa	187344	513	4
29.	Jodhpur	Bhopalgarh	Bhopalgarh	105913	290	4
30.	Jodhpur	Phalodi	Phalodi	122128	335	4
31.	Karauli	Todabhim	Todabhim	138628	380	4
32.	Kota	Chechat (Khairabad)	Ramganj Mandi	114173	313	4
33.	Kota	Ladpura	Kaithun	107780	295	3
34.	Nagaur	Makrana	CHC Makrana	118006	323	4
35.	Pali	Jaitaran	Jaitaran	141197	387	4
36.	Pratapgarh	Chhoti Sadri	Chotisadadi	68960	189	3
37.	Pratapgarh	Dhariawad	Dhariawad	118080	324	4
38.	Rajsamand	Khamnor	Delwara	68275	187	3
39.	S.Madhopur	Gangapur City	Vajeerpur	118464	325	4
40.	Sikar	Khandela	Khandela	170635	467	4
41.	Sirohi	Sheoganj	Sheoganj	110269	302	4
42.	Tonk	Deoli	Deoli	143716	394	4
43.	Udaipur	Bhinder	Bhinder	89786	246	3
44.	Udaipur	Jhadol	Jhadol Ph	64712	177	3

Period April, 2014 to Mar 2015 (Source PCTS)

Note:

- Category-1: Number of OPDs (Per Day) is Less than and equal to 50
- Category-2: Number of OPDs (Per Day) is Between 51 and 100
- Category-3: Number of OPDs (Per Day) is Between 101 and 300
- Category-4: Number of OPDs (Per Day) is Between 301 and 500
- Category-5: Number of OPDs (Per Day) is More than 500

(List of District Hospitals)

SNO.	District	District Hospitals
1.	Ajmer	A K Hospital Beawar Ajmer
2.	Ajmer	Satellite Hospital Adarsh Nagar, Ajmer
3.	Alwar	Rajeev Gandhi Govt Genaral Hospital Alwar
4.	Banswara	District Hospital Banswara
5.	Baran	District Hospital Baran
6.	Barmer	Dist Hospital Barmer
7.	Bharatpur	RBM Hospital, Bharatpur
8.	Bhilwara	M G Hospital Bhilwara
9.	Bikaner	District Hospital (Sattelite), Bikaner
10.	Bundi	Pandit Briz Sundar Sharma General Hospital Bundi
11.	Chittorgarh	District Hospital Chittorgarh
12.	Churu	D B Government Hospital Churu
13.	Dausa	District Hospital Dausa
14.	Dholpur	Sadar Hospital Dholpur
15.	Dungarpur	Shri Hari Dev Joshi Genaral Hospital Dungarpur
16.	Ganganagar	Govt Hospitls Sriganganagar
17.	Hanumangarh	DH Hanumangarh Town
18.	Jaisalmer	Jawahar Hospital Jaisalmer
19.	Jalore	District Hospital Jalore
20.	Jhunjhunu	B D K Hospital Jhunjhunu
21.	Karauli	General Hospital Karauli
22.	Kota	Rampura District Hospital, Kota
23.	Nagaur	District hospital Nagaur
24.	Pali	Govt Bangur Hopital Pali
25.	Pratapgarh	District Hospital Pratapgarh
26.	Rajsamand	R K District Hospital Rajsamand
27.	Sawai Madhopur	General Hospital Sawai Madhopur
28.	Sikar	S K Hospital, Sikar
29.	Sirohi	General Hospital Sirohi
30.	Tonk	District Sahadat Hospital Tonk
31.	Udaipur	Sunder Singh Bhandari Hospital Chandpole

(List of Sub Division Hospitals)

SNO.	District	Block	Sub Division Hospitals
1.	Ajmer	Kekri	Kekri
2.	Ajmer	Kishangarh	Y N Hospital Kishangarh
3.	Ajmer	Srinagar	Govt Hospital Nasirabad
4.	Barmer	Balotra	Nahata Hospital Balotara
5.	Chittorgarh	Nimbahera	Nimbahera
6.	Churu	Ratangarh	Gov Hospital, Ratangarh
7.	Churu	Sujangarh	Gov Hospital, Sujangarh
8.	Dholpur	Bari	Bari
9.	Dungarpur	Sagwara	Govt Hospital Sagwara
10.	Jaipur I	Kotputli	B D M govt satellite hospital
11.	Jhunjhunu	Nawalgarh	SDH cum Setalite Nawalgarh
12.	Karauli	Hindaun	Hindon
13.	Nagaur	Deedwana	General Hospital Didwana
14.	Nagaur	Ladnu	General Hospital Ladnun
15.	Pali	Sojat	Govt Hospital Sojat
16.	Rajsamand	Khamnor	Goverdhan Govt Hospital Nathdwara
17.	Sawai Madhopur	Gangapur City	Gangapur City
18.	Sikar	Neem Ka Thana	Neem Ka Thana
19.	Udaipur	Salumbar	Salumber

(List of Satellite Hospital)

SNO.	District	Satellite Hospital
1.	Alwar	Kala Kuwa Salellite Hospital
2.	Bhilwara	Satellite Hospital Shahpura, Bhilwara
3.	Jodhpur	Satellite Digari Kala
4.	Jodhpur	Satellite Hospital Housing Board
5.	Jodhpur	Satellite Hospital Mandor, Jodhpur
6.	Udaipur	Satelite Hospital Hiran Magri Sec 5, Udaipur

Note: Due to any change in Government policy, NHM may add and reduce, the number of institutions and change the locations as the condition may arise from time to time.

Annexure B: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three ye4ars or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in abiding process if, including but not limited to:
 - a) Have controlling partners/shareholders in common; or
 - b) Receive or have received any direct or indirect subsidy from any of them; or
 - c) Have the same legal representative for purposes of the Bid; or
 - d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this doe4s not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or
 - g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-Charge/consultant for the contract.

For and on behalf of

Signature (with seal)
(Authorised Representative/Singatory)
Name of the Person.....
Designation.....

Annexure C
Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of in response to their Notice Inviting Bids No Date I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three year preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Annexure-D
Checklist for submission of proposal

SNo.	Particulars	Yes	No	Page No.
1.	Cover Letter (Annexure H)			
2.	Proposal format for Organization (Annexure K)			
3.	Certificate of Registration			
4.	Audited Balance Sheets			
5.	Experience Certificates			
6.	Tender Fees, RISL Processing Fees and Bid Security			
7.	Affidavit that the bidder has not been debarred (as mentioned in eligibility criteria)			
8.	All Annexure B, C, D, E, G			
9.	Technical Part			
10.	Financial Part			
11.	Certificate regarding “Project has been successfully & satisfactorily executed” from client.			
12.	Copy of PAN/ TAN Number			

Annexure E
Grievance Redressal

The designation and address of the First Appellate Authority is: Mission Director, National Health Mission, Rajasthan

The designation and address of the Second Appellate Authority is: Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - I. Hear all the parties to appeal present before him; and
 - II. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State public Procurement Portal.

For and on behalf of

Signature (with seal)

(Authorised Representative/Signatory)

Name of the Person.....

Designation.....

FORM No. 1

[See rule 83]

**Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012**

Appeal No of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

- i. Name of the appellant:
- ii. Official address, if any:
- iii. Residential address:

2. Name and address of the respondent (s):

- i.
- ii.
- iii.

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative.

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:.....

(Supported by an affidavit)

7. Prayer:.....

Place.....

Date.....

Appellant's Signature

ANNEXURE – F
Details of phase wise payment

Note: The Payment will be based on rates finalized for the award of contract to the Successful Bidder, after Go-Live of central site & remote sites and adjustment of Penalties if any.

Monthly Payment INR: (N x C) – P

N: Number of remote sites (Go-Live)

C: Total cost per Remote Site per month

P: Penalties (if any)

Annexure G
Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the

subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

For and on behalf of

Signature (with seal)

(Authorised Representative/Signatory)

Name of the Person.....

Designation.....

Annexure-H
Format of the Covering Letter

(The covering letter is to be submitted by the Bidder as a part of the RFP. On the Letter head of the Applicant (in case of Single Applicant) or Lead Member (in case of a Consortium))

Date:
Place:

The Mission Director,
National Health Mission
State Health Society
Jaipur, Rajasthan

Dear Sir,

Sub: Selection of a Bidder for Telemedicine Services Project in Rajasthan.

Please find enclosed 2 (two) copies (one original and one duplicate) of our “Request for Proposal” (RFP) in response to the issuance of RFP by NHM for Selection of a Bidder for telemedicine services project in Rajasthan. We hereby confirm the following:

- The RFP is being submitted by *(Name of the Bidder)* in accordance with the conditions stipulated in the RFP/RFP Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by NHM and in any subsequent corrigendum sent by NHM. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent corrigendum from NHM.
- *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the RFP Document. We as the Bidder designate Mr./Ms. *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of *[Not less than 3 (three) months]* from the last date for submission of the RFP. NHM may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)
(Authorised Representative/ Signatory)
Name of the Person.....
Designation.....
(Kindly attach the authorization letter)

Annexure-I

(Not limited to following formats only)

Format-1

**National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]**

For the period: [From Date] to [To Date]

Report Title: OPD/ IPD Registration Detail

SNo.	Department	OPD Registration			IPD Registration		
		New	Old	Total	New	Old	Total
	Total						

Format-2

**National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]**

For the year: YYYY

Report Title: Total summary of registrations, Month Wise

SNo	Department	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
	Total													

Format-3

**National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]**

For the period: [From Date] to [To Date]

Report Title: OPD Patient Register

SNo.	OPD No.	OPD Date	Patient Name	Father/ Husband Name	Age	Gender	Mobile No.	Patient's Category	Department	District/ State

Format-4

**National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]**

For the period: [From Date] to [To Date]

Report Title: OPD Registration Detail (Department wise, Gender wise)

SNo.	Department	OPD Registration				IPD Registration				Total
		Male	Female	Male Child	Female Child	Male	Female	Male Child	Female Child	
	Total									

Note: Child means Child up to 15 Years

Format-5
National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]
For the period: [From Date] to [To Date]
Report Title: Registration Detail (Department wise, Disease wise)

SNo.	Disease	ICD Code	OPD Registration				IPD Registration				Total
			Male	Female	Male Child	Female Child	Male	Female	Male Child	Female Child	
	Total										

Note: Child means Child up to 15 Years

Format-6
National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]
For the period: MMM (Month)/ YYYY (Year)
Report Title: Total summary of registrations, (Date wise)

SNo.	Department	1	2	3	4	5	6	7	8	9	10	30/ 31	Total Cash Collection
	Total																		

Format-7
National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]
For the period: [From Date] to [To Date]
Report Title: Summary of telemedicine consultations (Specialist-wise)

SNo.	Specialist Name	Specialty Name	No. of Patients
	Total		

Format-8
National Health Mission, Rajasthan
Telemedicine Services in Project – [Name of CHC, District]
For the period: [From Date] to [To Date]
Report Title: Summary of telemedicine consultations (Institution-wise)

SNo.	Institution Name	Institution type name	No. of Patients
	Total		

And many more reports need to be generated for various monitoring, evaluation and analysis purposes.

Annexure- J
Experience details

The bidder should provide the experience details of services provided at each location/State:-

SNo.	State	District	Description of Project with period (in years)	No. of health institutions/ hospitals computerized	Copies of work orders enclosed (yes/ no)	Any other supporting document/ experience certificate enclosed (yes/no)	Name & Designation of Certificate issuing authority

Annexure-K
Proposal format for organization

Selection A: Organization Profile

1. Name of the Organization:

2. Registered Address:

DISTRICT PIN:

Tel: Fax:

Email:

Website (if any):

3. Postal Address:

DISTRICT PIN:

Tel: Fax:

Email:

4. Legal Status:

SNo.	Particulars	Registration no.	Date
1.	Sole Proprietor Firm		
2.	Partnership Firm		
3.	Society under Societies Registration Act		
4.	Non-profit company under Indian Companies Act 1956		
5.	Registration under Foreign Contribution (Regulation) Act, 1976		
6.	Income tax registration:		
	- Under Section 12A		
	- Under Section 80 G		
	- Under Section 35 CCA		
	- Any other Section		

5. Bank Details:

Account Name	Bank Name	Branch Name	Account No.	IFSC Code	PAN No.	TIN No.	Service Tax No.	Date of Opening Account

6. Details of the Contact Person:

Name:

Designation:

Contact No:

E-mail:

Section B: Operational Background

1. No. of Project/ Programme related to Health:

SNo.	Name of the programme	Duration	Period		Total Budget	Source of fund
			From	To		

2. Staff Details (Kindly provide the details of 5 key positions in the organization)

Name of Staff	Position	Qualification	Working since

3. Any previous association/working experience with Govt. Sector? If yes, please provide the details:

Section C: Technical proposal for Telemedicine Services Project in Rajasthan.

Section D: Basic Documents required to be submitted along with the proposal for Evaluation

- Copy of Memorandum and Rules if registered under Society Registration Act.
- Annual Report of last one year
- Audited Accounts of last 3 Years.
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number
- Copy of Latest Income Tax Return File
- Any other document relevant to the proposal.

Reference of deposit of document Charges

1. Receipt/DD No.....dt..... For Rs.....
2. Receipt/DD No.....dt..... For Rs.....
3. Receipt/DD No.....dt..... For Rs.....

ANNEXURE M
ACKNOWLEDGEMENT & FINANCIAL PROPOSAL

FINANCIAL PROPOSAL (BOQ)

To
The Mission Director,
National Health Mission
State Health Society
Jaipur, Rajasthan

Sub: - Request for Proposal for “Telemedicine Services Project In Rajasthan”.

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit security deposit equals to the 5% of the Project Cost arrived at on the basis of financial quote before execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 90 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period or the extended bid validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the Government of Rajasthan.
6. The Financial Bid shall be inclusive of all the applicable taxes however Service Tax would be extra as applicable and the government will not pay anything over and above the rate quoted in the BOQ.

Yours faithfully
Signature of the authorized signatory

Financial Proposal (BoQ)

For Implementation of “Telemedicine Services Project in Rajasthan”

Telemedicine Services Project in Rajasthan is proposed for approx. ±100 health institutions of different levels (DH/ SDH/ Satellite Hospital/ CHC). Total contract period would be of 3 years.

(Indian Rupees)

Particulars	Total cost per Remote Site per month (Inclusive of all other taxes but Service tax extra as applicable)
Designing, development, supply, installation, implementation, operationalization, commissioning, management and maintenance of end-to-end telemedicine services along with central site using telemedicine software, computer hardware, medical equipments & infrastructure consisting of cloud based technology, wired or/ and wireless broadband, wide area network on DBOT (Design, Build, Operate and Transfer) basis. All other miscellaneous expenses and stipulations of the RFP.	Rs (Rupees in words Only)
Telemedicine Services Project in Rajasthan is proposed for approx. ±100 health institutions of different levels (DH/ SDH/ Satellite Hospital/ CHC). Total contract period would be of 3 years	

Note: The proposal would to be submitted online through e-procurement web-portal <http://eproc.rajasthan.gov.in>

ANNEXURE N-A(i) : Board Resolutions

M/s _____ (To be submitted by each consortium member and Parent company)

COPY OF BOARD MEETING HELD ON ----- AT -----

The Board, after discussion, at the duly convened Meeting on _____, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s _____ Limited and M/s _____ Limited for the “Telemedicine Services Project” and Mr / Ms _____, be and is hereby authorized to execute the Consortium Agreement.

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board, be and is hereby accorded to invest to the extent of __%(insert the % equity commitment as specified in the Consortium Agreement), as required, of the requisite qualifying Net worth, as equity shares, in compliance of the Bid condition, as member of the consortium formed for the “Telemedicine Services Project” in The State of Rajasthan.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement), obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the Invitation to Bid, to the extent becoming emergent and necessary towards the equity share in the Project Company in execution and completion of the Project.

[To be passed by the Lead Member of the Bidding Consortium]

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the created for the “Telemedicine Services Project” in Rajasthan as well as to the other Consortium Member(s) to use our financial capability for meeting the Qualification Requirements for the “Telemedicine Services Project” and confirm that all the equity investment obligations of the as well as of the Consortium Member(s), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

[To be passed by the entity(s) whose financial credentials have been used]

(Director)

Certified true copy by Company Secretary

(Signature, Name and stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

ANNEXURE N-A (ii): Board Resolutions

Board resolution for using the financial credentials of parent/ultimate parent/affiliate.

M/s _____

(Insert name of the company whose financial credentials are used)

COPY OF BOARD MEETING HELD ON ----- AT -----

The Board, after discussion, at the duly convened Meeting on _____, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the company, approval of the Board, be and is hereby accorded to M/s _____ (Name of the Bidding company/ Member (s)) to use our financial capability for meeting the Qualification requirements for the “Telemedicine Services Project” in The State of Rajasthan and confirm that all the equity investment obligations of M/s _____ (Name of Bidding Company/ Consortium members (s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

(Directors)

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.

The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

ANNEXURE- O: POWER OF ATTORNEY

Format for Power of Attorney for Signing of Application

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, We M/s.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address and PAN), duly approved by the Board of Directors in their meeting held on_____ (Copy of board resolution enclosed), who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “Telemedicine Services Project” in Rajasthan including signing and submission of all documents and providing information / responses to the Department of Health & Family Welfare, GoR, representing us in all matters before Deptt. of MH&FW, GoR, and generally dealing with Deptt. of MH&FW, GoR in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 20__

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. In case an authorized Director of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

ANNEXURE- P: POWER OF ATTORNEY FOR LEAD MEMBER

Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the Department of Health and Family Welfare, Government of Rajasthan (GoR), has invited applications from interested parties for Expansion of “Telemedicine Services Project”.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____(M/s _____(Member (s)) (the respective names and addresses of the registered office) having formed a bidding consortium named _____(insert name of the consortium) (hereinafter called as consortium), vide the consortium agreement dated _____ (copy enclosed) as approved by the Board of Directors of each member and having mutually agreed to appoint M/s _____ as the lead member of the said consortium, as our duly constituted lawful attorney hereinafter called the lead to do on behalf of the Consortium, all or any of the lawful acts, deeds or things as necessary or incidental to the Consortium’s bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Department, any other Government Organization or any person, in connection with the Project until culmination of the process of bidding and thereafter in the event of the Consortium being selected as successful bidder, this Power of Attorney shall remain valid and binding and irrevocable till the Agreement period as is entered into with Department of Health and Family Welfare, Government of Rajasthan (GoR) and the Consortium.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney, pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium and shall be binding till the Agreement period on all members individually and collectively.

Dated this the _____day of 20____
(Executants)

***Note:** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal affixed in accordance with the required procedure.*

ANNEXURE- Q: LETTER OF EXCLUSIVITY

Letter of Exclusivity

I, we, _____, hereby declare that we are/ will not associate with any other firm/entity/consortium submitting a separate application for the Project under consideration.

Dated this the _____ day of _____ 20....

For _____
(Name, Designation and Address of the
Chief Executive Officer of the applicant)
(Lead organization in case of consortium)
Accepted

(Signature)
(Name, Title and Address of the Applicant/s)
Date: _____

Note: To be executed separately by all the Members in case of Consortium.

ANNEXURE- R: FORMAT FOR JOINT BIDDING AGREEMENT

(Format for Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement executed on this _____ day of _____ Two thousand Eleven between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details and percentage shareholding separately of all the Consortium Members*] for the purpose of submitting response to RFP, and execution of “Agreement” (in case of award), against RFP dated _____ issued by NHM, Government of Rajasthan through Department of Medical Health & Family Welfare (MH&FW), and having its Registered Office at Swasthya Bhawan, Jaipur.

WHEREAS, each Member individually shall be referred to as the “**Member**” and all of the Members shall be collectively referred to as the “**Members**” in this Agreement.

WHEREAS the RSHS (NHM) intends to operate a professionally managed “Telemedicine Services Project” as per the directives of Department of Medical Health & Family Welfare.

WHEREAS, the RSHS (NHM) had invited response to RFP vide its Request for Proposal (RFP) dated _____

WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by RSHS (NHM) wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, -----, Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after execution of the “Agreement”, the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained till the completion of the same.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for mobilizing debt resources for the Project, and ensuring that the Project achieves proper Financial Closure.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof for which the Lead member agrees thereto.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Jaipur alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of Rajasthan State Health Society in terms of this RFP.
12. It is further expressly agreed that this consortium agreement shall be irrevocable and shall form an integral part of the “Agreement” between Department of Medical, Health and Family Welfare, Government of Rajasthan and the bidder consortium and shall remain valid until the expiration or early termination of the same.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RFP Bid.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the “Agreement” except with prior written consent of Department of Medical, Health and Family Welfare.
15. This Agreement
- (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

I may not be amended or modified except in writing signed by each of the Members and with prior written consent of NHM.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP & Agreement.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature-----

Signature -----

Name:

Name:

Address:

Address:

For M/s----- [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature -----

Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature -----

Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

ANNEXURE- S(A): FORMAT FOR AFFIDAVIT

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity have not been convicted by any court of law for any criminal or civil offences either in the past or in the present. In case of a consortium, the members should not have been declared bankrupt in the past **(On a Stamp Paper of relevant value)**

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) have not been _convicted by any court of law for any criminal or civil offences either in the past or in the present, also not have been declared bankrupt in the past_by Department of Health & FW, Govt. of Rajasthan/ or any other entity of GoR organization in India from participating in Project/s, either individually or as member of a Consortium as on the_____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of
....., 20.....

Name of the Applicant

.....
....

Signature of the Authorized Person

.....
....

Name of the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium.

ANNEXURE- S(A1): FORMAT FOR AFFIDAVIT

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity that no investigation statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against the bidder for the charge having nature of criminal/economic offence/fraud. (On a Stamp Paper of relevant value)

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that no investigation statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against us or any of our promoter(s) /director(s) for the charge having nature of criminal/economic offence/fraud as on the_____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of
....., 20.....

Name of the Applicant

.....

....

Signature of the Authorized Person

.....

....

Name of the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium.

ANNEXURE- S(A2): FORMAT FOR AFFIDAVIT

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity have not been debarred in the past from the date of submission of bid by any Central/ State/ Public Sector undertaking in India **(On a Stamp Paper of relevant value)**

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) have not been debarred in the past from the date of submission of bid by any Central/ State/ Public Sector undertaking in India from participating in Project/s, either individually or as member of a Consortium as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of
....., 20.....

Name of the Applicant

.....

....

Signature of the Authorized Person

.....

....

Name of the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium.

ANNEXURE- S(B): ANTI COLLUSION CERTIFICATE

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for “Telemedicine Services Project” in Rajasthan against the RFP issued by Department of Health & Family Welfare, Government of Rajasthan, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this _____ Day of _____, 20____

For _____

(Name)

Authorized Signatory

ANNEXURE-T: FINANCIAL CAPABILITY OF THE BIDDER/MEMBER

(To be submitted by each member in case of consortium)

Name of Bidder/Member

Role of Bidder/Member.....

Revenue-Expenditure Statement

(In Rs. Lacs)

S.No.	In Rupee, at the end of concerned Financial Year	FY 1	FY 2	FY 3
1.	Revenue / Income/ Gross Receipts (A)			
2.	Operating Cost (B) =(C+D+E)			
3.	Employees cost I			
4.	Admin and General Cost (D)			
5.	Other Costs (E)			
6.	Depreciation (F)			
7.	Interest (G)			
8.	Provisions (H)			
9.	Profit Before Tax I = (A-B-F-G-H)			
10.	Tax Paid (J)			
11.	Profit After Tax (I-J)			

Note:

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor.
2. The Single Entity or the Consortium should provide the Financial Capability of its own / of the Consortium Members/Financially evaluated company.
3. In Role of Member specify whether it is a Single Entity, Lead Member or Member of the Consortium or Affiliate or Parent.
4. The Bidder along with Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date.
5. Financial Year 1 (FY1) will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
6. If data is provided by the Bidder in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidder's banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

(If the exchange rate for any of the above dates is not available, the rate for the immediately available on previous day shall be taken into account)

1. The bidder shall provide an Auditor's Certificate specifying the Revenue / Income/ Gross Receipts of the bidder and its Consortium members and also specifying the methodology adopted for calculating the same.

The Bidder shall attach the copies of the audited balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date of its Associate whose Financial Capacity has been claimed.

ANNEXURE-T(A): FINANCIAL CAPABILITY OF THE BIDDER MEMBER

(To be submitted by each member separately in case of consortium)

NCrore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Consortium Member whose Turn Over is to be considered	Relationship with Bidding Company* (if any)	Financial Year to be considered for Turn Over	Turn Over (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1						
Total						

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

(Signature & Name of the person Authorized
By the board)

Date:

(Signature and Stamp of
Auditor)