



Request For Proposal

for selecting

Primary System Integrator for e-Health Project Volume 5 - Conditions of Bid

eHealth Project Management Unit
Directorate of Health Services,
General Hospital Junction,
Thiruvananthapuram – 695 035

February 2014

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1 Bid Process

1.1 eTender

This RfP for eHealth is an e-Tender and is being published online for the 'Selection of Primary System Integrator for eHealth Project'. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available under the critical date section of this tender published in www.etenders.kerala.gov.in.

1.2 Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: etendershelp@kerala.gov.in for assistance in this regard.

1.3 Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** A pre-Bid meeting will be held as detailed in this RfP
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids will not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted online. Failure to submit the documents

online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

1.4 Documents Comprising Bid:

1.4.1 Pre-Qualification Cover:

Pre-Qualification Cover shall contain the following documents which every bidder has to upload:

1. Pre- Qualification Details:

- a. Form 1:- Covering Letter
- b. Form 2:- Details of the Organization
- c. Form 3:- Financial Information
- d. Form 4.1:-Prior Experience in large scale Integration projects
- e. Form 4.2:- Government Project Experience
- f. Form 4.3:- Prior Experience in Healthcare IT solution
- g. Form 4.4:- Experience in Mobile application development
- h. Form 4.5:- Experience in implementing Healthcare related IT Standards
- i. Form 4.6:- Experience in Cloud based application deployment with Disaster Recovery setup
- j. Form 5:- List of Key personnel who will be deployed for the project
- k. Form 6:- Declaration regarding Local Establishment
- l. Form 7:- Declaration of Eligibility
- m. Form 8:- Declaration regarding Source Code
- n. Form 9:- Certificate regarding Authorised Signatories
- o. Form 10:- Technical Specifications

2. Technical Solution:

- a. The format of Technical Solution is given as Annexure to this Document. The Bidder may prepare the Technical Solution in the suggested format and upload as a PDF file

3. Scanned Documents as a single PDF file:

- a. Details of the Organization (Documentary proof - Form 2)
- b. Financial Information (Documentary proof - Form 3)
- c. Documentary proof for prior Experience in large scale Integration projects
- d. Documentary proof for Government Project Experience
- e. Documentary proof for Prior Experience in Healthcare IT solution
- f. Documentary proof for Experience in Mobile application development
- g. Documentary proof for Experience in implementing Healthcare related IT Standards

- h. Documentary proof for Experience in Cloud based application deployment with Disaster Recovery setup
 - i. CVs of Key personnel who will be deployed for the project
In case of Consortium:
 - j. Scanned copies of Declaration of Eligibility in the same format as that of Form 7 signed by each of the authorised signatories of the consortium partners
 - k. Scanned copies of Declaration regarding Source Code in the same format as that of Form 8 signed by each of the authorised signatories of the consortium partners
 - l. Scanned copies of Declaration regarding Authorised Signatories in the same format as that of Form 9 signed by each of the authorised signatories of the consortium partners
4. One page Project Descriptions each, about all projects listed for Pre-qualifications as a single PDF Document.
- a. Large scale Integration projects
 - b. Government Project
 - c. Healthcare IT Projects
 - d. Mobile application Project
 - e. Projects in which Healthcare related IT Standards implemented
 - f. Cloud based application deployment with Disaster Recovery setup

1.4.2 Financial Bid Cover:

The Bidder shall complete the Price bid as per format given for download along with this tender.

The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should use the price bid provided by department for filling price details and upload the same along with the bid otherwise, the bidder's financial bid will not be considered for financial evaluation and will be rejected.

1.5 Fixed price:

Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

1.6 Technical snag

The eHealth PMU / Government of Kerala doesn't take any responsibility for any technical snag or failure that has taken place during document upload due to client system or insufficient bandwidth at the bidder side.

1.7 Tender Document Fees and Earnest Money Deposit (EMD)

1.7.1 Cost of Tender forms

Cost of Tender forms is Rs 3,29,000/- (Rupees Three Lakh Twenty Nine Thousand only) plus VAT. The cost of Tender forms can be remitted online. The payment of the cost of

Tender forms is non refundable. There will be no exemption from payment of Tender cost.

1.7.2 Earnest Money Deposit:

Earnest Money Deposit is Rs 16,45,000/- (Sixteen Lakhs Forty Five Thousand only) and shall be remitted online. EMD of all unsuccessful bidders would be refunded within 30 days of the bidder being notified as being unsuccessful. The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD amount is interest free and will be refundable to the bidders as explained above without any accrued interest on it.

The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP

1.8 Online Payment modes:

The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

- State Bank of Travancore (SBT) Internet Banking:** If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- National Electronic Fund Transfer (NEFT)** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT payment should done according to following guidelines:

- Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- Account number as per Remittance Form only:** Account no. entered during NEFT

remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for this particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

- iii. **Only NEFT Remittance Allowed:** RTGS payments, Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and will be treated as invalid mode of payments. Bidder must ensure that the banker does NEFT transaction only even if the amount remitted is higher than the normal NEFT norms followed by the banks and they should specially instruct the banks not to convert the payment type to RTGS or GRPT.
- iv. **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. **UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. **One Remittance Form per Bidder and per Bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

1.9 Submission of Queries and Pre-bid Conference

- 1.9.1 For any queries related to this Bid, an email may be sent to the mail id as mentioned below.

ehealthkerala@gmail.com

- 1.9.2 The last date for receiving queries is 08-03-2014. Queries received after the last date for receiving queries will not be answered.
- 1.9.3 The queries should necessarily be submitted in the following format:

Sl. No	RFP Document Reference Section & Page Number	Content of RFP requiring Clarification(s)	Points of clarification

- 1.9.4 eHealth PMU shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the eHealth PMU.
- 1.9.5 eHealth PMU will endeavor to provide timely response to all queries. However, eHealth PMU makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does eHealth PMU undertake to answer all the queries that have been posed by the bidders.
- 1.9.6 Visits to institutions are being arranged on 04-03-2014 and 05-03-2014. The following Institutions will be covered in two days:
- Medical College, Trivandrum
 - One District Hospital
 - One Taluk Hospital
 - One Primary Health Centre /Community Health Centre
 - Public Health Laboratory, Trivandrum
- Those who wish to visit these Institutions may inform by email on or before 01-03-2014 with following details:
Organisation, Name, Designation, and Mobile Number of persons who wish to visit institutions.
- 1.9.7 eHealth PMU shall hold a pre-bid meeting with the prospective bidders on 06-03-2014 at < Address of the Venue >.

1.10 Corrigendum

- 1.10.1 At any time prior to the last date for receipt of bids, eHealth PMU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- 1.10.2 The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-procurement portal of Government of Kerala
- 1.10.3 Any such corrigendum shall be deemed to be incorporated into this RFP.

1.11 Confidentiality

All the information shared by the participants will be held in strict confidence and will not be made public unless directed by a court of law.

1.12 Submission Process:

- 1.12.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.
- 1.12.2 For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.
- 1.12.3 Eligible participants should read this document in detail and assess their capabilities for provision of a total solution before submission of Bid

- 1.12.4 It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.
- 1.12.5 All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 1.12.6 Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- 1.12.7 The bid document should be submitted before 15:00 hours on or before 28-03-2014
- 1.12.8 Proposals must remain valid 120 days after the submission date,
- 1.12.9 eHealth PMU may terminate the RFP process at any time and without assigning any reason and makes no commitments, expressed or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by eHealth PMU. The bidder's participation in this process may result eHealth PMU selecting the bidder to engage towards execution of the contract.

1.13 Contact Details:

- a. Contact Persons : Dileep S, Technical Consultant Mob: 9946829189
: Dr Prabhachandran Nair, Manager, Project Co-ordination
Mob: 9447554110
- b. Address : eHealth PMU, Directorate of Health Services, General Hospital
Junction, Thiruvananthapuram.
- c. Mail ID : ehealthkerala@gmail.com

1.14 Tender Opening:

- 1.14.1 The Proposals submitted up to 3.00 PM on 28-03-2014 will be opened at 4.00 PM on 28-03-2014 by Executive Director, eHealth PMU or any other officer authorized by the Executive Director, eHealth PMU, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- 1.14.2 The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

1.15 Tender Evaluation

- 1.15.1 eHealth PMU shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final.
- 1.15.2 No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- 1.15.3 eHealth PMU reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.16 Tender Evaluation Process

1.16.1 Responsiveness of Bids:

Bids will be considered non-responsive in the following cases and will be rejected.

- Bids received without all Mandatory Forms
- Bids with incomplete information,
- Bids with subjective, conditional offers and partial offers
- Bids Submitted without supporting documentary proof documents prescribed in the RfP
- Bids that have non-compliance of any of the clauses stipulated in the RFP
- Bids with lesser validity period

1.16.2 All responsive Bids will be considered for further processing as below.

- eHealth PMU will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender.
- All responsive bids will be evaluated for conformity with mandatory Pre-qualification criteria. Bids which meet the prescribed mandatory pre-qualification criteria will be short listed for further technical evaluation.
- The technical evaluation will be carried out according to the evaluation criteria.
- Bidders who fulfill the mandatory criteria may be invited to make a presentation of the existing Application software for evaluation. Bidders shall be prepared to make the presentation in Trivandrum at their own cost.
- Invitation to make the presentation is part of the pre-qualification process and not an indication of pre-qualification of the bidder in any way.
- Bidders who have qualified after the Technical evaluation will be informed the date and time of opening the Commercial bid.
- A printed copy of the Technical Proposal and Printed copies of all documentary proofs shall be presented before the Technical evaluation committee at the time of Technical Presentation.
- The decision of the Committee will be final in this regard.

1.17 Commercial bid evaluation

1.17.1 The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

1.17.2 ----- Deleted -----

1.17.3 Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered. Conditional or Variable Price Bids will be rejected.

1.17.4 The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

1.17.5 Errors & Rectification: Arithmetical errors will be rectified on the following basis: "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. If there is a discrepancy between words and figures, the amount in words will prevail".

1.17.6 The SI Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.

1.18 Appointment of Systems Implementation Agency

- 1.18.1 eHealth PMU will award the Contract to the successful bidder as per the process outlined above.
- 1.18.2 eHealth PMU reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for eHealth PMU action.
- 1.18.3 Prior to the expiration of the validity period, eHealth PMU will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, eHealth PMU may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, eHealth PMU will notify each unsuccessful bidder and return their EMD.
- 1.18.4 The eHealth PMU shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC. On this basis the draft contract agreement would be finalized for award & signing.
- 1.18.5 Performance Bank Guarantee: The eHealth PMU will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the agreed contract value. The Performance Guarantee shall be kept valid throughout the contract period with an additional claim period of three months in excess of the contract period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the eHealth PMU at its discretion may cancel the order placed on the selected bidder without giving any notice. eHealth PMU shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or eHealth PMU incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- 1.18.6 After the eHealth PMU notifies the successful bidder that its proposal has been accepted, eHealth PMU shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between eHealth PMU and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template (RfP Vol 6).
- 1.18.7 Failure of the successful bidder to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event eHealth PMU may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the eHealth PMU shall invoke the PBG of the most responsive bidder.

1.19 Timelines

Activity Flow the eHealth project - indicative timelines

Publication of RFP	24-02-2014
Visits to Institutions	04-03-2014 and 05-03-2014
Pre-bid meeting	06-03-2014
Last Date and Time for submission of Bid	28-03-2014 3.00 PM
Date and Time for Technical Bid Opening	28-03-2014 4.00 PM
Presentations by Short-listed Firms	08-04-2014 09-04-2014 10-04-2014
Financial Bid Opening	22-04-2014 4.00 PM
Tentative date for issue of LoI	29-04-2014

eHealth PMU, GOVT. OF KERALA reserves the right to modify these indicative timelines.

1.20 General Instructions

- 1.20.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 1.20.2 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by eHealth PMU on the basis of this RFP
- 1.20.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of eHealth PMU. Any notification of preferred bidder status by eHealth PMU shall not give rise to any enforceable rights by the Bidder. eHealth PMU may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the eHealth PMU.
- 1.20.4 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- 1.20.5 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 1.20.6 Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - Comply with all requirements as set out within this RFP.
- 1.20.7 The participant/consortium shall bear all the costs for participation in the process including preparation of bid document, attending presentation sessions at Trivandrum and must be ready to undertake this activity on its own.

- 1.20.8 Participants declared by eHealth PMU, Government of Kerala to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible. Participant should submit a certificate from the Company Secretary to the effect that the participant (from each member in case of consortium) is not blacklisted/declared ineligible by eHealth PMU, Government of Kerala or Department of Information Technology, Government of Kerala or DeitY, Government of India.
- 1.20.9 Breach of general or specific instructions for bidding, general and special conditions of contract with eHealth PMU, Government of Kerala, or Department of Information Technology, Government of Kerala & DeitY, Government of India during the past 5 years may make a firm ineligible to participate in this RFP process.
- 1.20.10 Any false information provided in the RFP with respect to citations, Projects handled, Office locations or any other information would lead to non-consideration of the participant and other suitable penal actions.
- 1.20.11 eHealth PMU, Government of Kerala reserves its right to subject the participants to security clearances, as it deems necessary.
- 1.20.12 The participant/consortium should comply with e-governance standards prescribed by DeitY, Government of India such as IFEG & W3C for interoperability, WCAG (minimum level A) for accessibility, GIGW standards for websites etc. Also latest coding standards and database naming conventions for the relevant technology should be employed.
- 1.20.13 The eHealth Solution offered should comply with health sector standards like Meta Data and Data Standards(MDDS)for Healthcare & EMR/EHR Standards of Ministry of Health and Family Welfare Department, Government of India, for interoperability. The solution shall also comply with standards with regards to privacy, security and confidentiality of data in line with international best practices.

1.21 Deviations

- 1.21.1 No deviations will be allowed. Bids with deviations from the RFP conditions will be rejected.

1.22 Subcontracting

- 1.22.1 Subcontracting of project activities outside the consortium partners will not be allowed.

2 Fraudulent & Corrupt Practices

2.1 Ethics

The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the eHealth PMU shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the eHealth PMU shall, without prejudice to its any other rights or remedies, forfeit

and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

2.2 Corrupt practice

Without prejudice to the rights of the eHealth PMU under Clause above and the rights and remedies which the eHealth PMU may have under the LOI or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the eHealth PMU during a period of < 2 (two) years > from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the eHealth PMU to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.3 Definitions

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the eHealth PMU who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the eHealth PMU, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the eHealth PMU in relation to any matter concerning the Project;
- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by eHealth PMU with the objective of canvassing, lobbying or in

- any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3 Conflict of Interest

- 3.1.1 A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the eHealth PMU shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the eHealth PMU for, *inter alia*, the time, cost and effort of the eHealth PMU including consideration of such Bidder s Proposal, without prejudice to any other right or remedy that may be available to the eHealth PMU hereunder or otherwise.
- 3.1.2 The eHealth PMU requires that the Implementation Agency provides solutions which at all times hold the eHealth PMU's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the eHealth PMU.
- 3.1.3 Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- the Bidder, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the

computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

- such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the eHealth PMU for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

3.1.4 A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the eHealth PMU in continuation of this systems implementation or to any subsequent systems implementation executed for the eHealth PMU in accordance with the rules of the eHealth PMU.

4 Stakeholder

Diverse stakeholder, can be broadly categorized under:

1. Public agencies {Government (Centre and States) – Policy and Decision makers, Regulators, Resource providers; Providers of services; Institutions extending support services such as Medical services procurement, Insurance service providers, infrastructure providers, including

- IT; Medical, Nursing and Paramedical education providers; Health/ Medical research agencies; agencies/ departments that take care of determinants of health},
2. Private Agencies (Healthcare service providers - profit making agencies, not-for-profit entities; Drugs suppliers; medical equipment and consumables suppliers; Medical, Nursing and Paramedical education providers and others), NGOs, Donors, Multi-lateral organizations and most importantly, patients and citizens.

Of the above, key stakeholders the e-Health will be trying to address can be classified into the following categories:

- Citizens and Patients (Rural & Urban)
- Healthcare providers: Doctors, Nurses, paramedics, ANMs, and ASHAs
- Administrators and Health System Managers including Program Managers, Public Health Managers, Health Service officials, Analysts, Regulators, Policy Makers in NRHM, DHS, DME (including Central and State Government ministries and allied institutions). Also the Project Management Unit for e-Health will be facilitating the project.
- Providers (Faculty, Administration) and Students of Medical & Para-medical Education
- Health/ Medical Research community (including Research labs, Medical colleges and academia)
- People or companies supporting Drug Supply chain including KMSCL.

Supportive players in the eco- system are:

- Donors, bilateral and multilateral, multi-lateral agencies like WHO and NGOs
- Industry: Drugs & Pharmaceuticals; Vaccines; Medical equipment & disposables; IT & Telecom equipment and service providers
- Related government service providers, agencies and ministries at Center and State: MHRD agencies in charge of pre-school and primary school; local bodies and District collectors for birth & death registers; Ministry of Communications & IT, UIDAI etc.

Some of these stakeholders have a visible and measurable impact on the provision of health services while others play an enabling role, though they are all interlinked. All these stakeholders' requirements and challenges and availability of infrastructure need to be kept in mind while defining the services for the e-Health project for the exercise to be relevant, effective and sustainable. Secondly, the impact of these services needs to be measurable, scalable and sustainable.

The problems and challenges faced by the stakeholders need to be kept in mind while defining the list of services to be IT enabled under the e-Health.

The main challenges being faced by the key stakeholders (Citizens, Healthcare providers and Administrators) will be aligned to the proposed IT supported services to achieve relevance and effectiveness.

5 Pre-qualification Criteria:

In case the bid doesn't meet all the mandatory Pre-qualification criteria, the bid shall be termed as non-responsive and rejected. The mandatory Pre-qualification criteria are described below

SI No	Criteria
1	The Bidder shall have submitted the Covering Letter in prescribed form.
2	Certificate regarding Authorised Signatories
3	The Bidder (Each member in case of a consortium) shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies or have filed for Bankruptcy.
4	<p>The bidder must be any one of the following:</p> <ol style="list-style-type: none"> 1. A single legal entity registered in India as any of the following: <ul style="list-style-type: none"> • Company under the Company Act, 1956 and must have a Registered Office in India • A Government Society registered under Societies Registration Act. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2. A consortium. In case of Consortium, the Prime participant must be legal entity registered in India as a company under the Company Act, 1956 or a Government Society registered under Societies Registration Act. The maximum number of members in a consortium shall be limited to three.
5	The bidder (Prime bidder in case of a consortium) should have minimum turnover of Rupees 150 crores per annum in the last three financial years.
6	The bidder (The prime bidder in case of a consortium) should be profitable every year in last 3 financial years.
7	<p>The bidder or any one member in case of a consortium, should have experience of successfully delivering large Software system Integration Projects and should fit at least one of the following criteria: (Software Projects started within four years and completed during the last two years alone will be considered)</p> <ol style="list-style-type: none"> 1. One large System Integration in which the software part (excluding the Hardware, Networking and other infrastructure) is costing not less than the amount equal to Rs.15 crores 2. Two projects in which the software part (excluding the Hardware, Networking and other infrastructure) is costing not less than the amount equal to Rs.10 crores each (In case of consortium, both projects should have been implemented by the same member of the consortium) 3. Three projects in which the software part (excluding the Hardware, Networking and other infrastructure) is costing not less than the amount equal to Rs.7 crores each (In case of consortium, all three projects should have been implemented by the same member of the consortium)
8	The Bidder or any one member in case of a consortium should have executed at least one Software Project in Government with any Central

	/State Government (s), PSU in India or a Government Project abroad during the last three (3) years for an order value of not less than Rs. 5 crores. (Projects started within five years and completed during the last three years alone will be considered)
9	The Bidder or any one member in case of a consortium must have successfully implemented Healthcare Software solution which is still in use in a large hospital having more than 500 beds
10	The Bidder or any one member in case of a consortium should have experience in Development of Mobile application and deployment of the Mobile Application integrated with a large web based system.
11	The participant/any consortium partner should have experience in implementing the following Healthcare related IT Standards <ol style="list-style-type: none"> i. HL7 ii. ICD 9 or ICD 10 iii. DICOM
12	Bidder shall have submitted CVs of the prescribed number of Key personnel who will be deployed for the project implementation as prescribed in the RfP.
13	The bidder should have or shall be ready to setup a Software Development Centre and an Administrative office in Trivandrum and other Technical Infrastructure elsewhere in the State as per RfP requirements for managing this project if they are awarded the work.
14	The bidder shall agree to hand over the entire source code of the eHealth Application Developed as per requirements for this project; along with documentation to e-Health PMU with full rights to own, modify and use within the State and for requirements of Government of Kerala.

6 Technical Evaluation Criteria:

Bids which satisfy all the mandatory Pre-qualification criteria will be evaluated based on the following parameters and will be allotted scores. Only those bids which score 75 points alone are proposed to be pre-qualified.

1. Experience of the Bidder in successful implementation and maintenance of healthcare solutions to large hospitals and Hospital Chains. - 20 Points
Healthcare IT Applications started within four years and completed within last two years consisting of at least following modules alone will be considered:
 - Reception Counter
 - OPD

- IPD
- Pharmacy
- Clinical Laboratory

Sl No	Criteria	Points per assignment
1	Successfully implementing Healthcare IT Applications in a Hospital with more than 500 beds	3
2	Successfully implementing Healthcare IT Applications in a Hospital Chain connecting 3 or more Hospitals using WAN with more than 500 beds in total	5
3	Successfully implementing Healthcare IT Applications in a Hospital Chain connecting 10 or more Hospitals using WAN with more than 1000 beds in total	10
4	Successfully implementing Healthcare IT Applications in a Hospital Chain connecting 100 or more Hospitals using WAN with more than 10,000 beds in total	20

2. Presentation of relevant functionalities of a Hospital Management solution already deployed and currently in use in a Hospital (25 Points)

Demonstration of the following Modules - Three Points for each Module.

- a. Reception Counter
- b. OPD
- c. IPD
- d. Pharmacy
- e. Laboratory

Quality Evaluation based on the following criteria - Two Points for each Module:

Following criteria may be used for scoring for each Module

- User friendliness
- Simplicity of interface
- Minimum Key board entry (Maximum use of Drop down lists)
- MIS and Analytical Reports

3. Presentation of a Hand Held Device/tablet with mobile application already been deployed and currently in use for Public Health Module (10 Points)

Demonstration of the following Modules - Three Points for each Module.

- i. Module for Maternity and Child Health related data collection

ii. Module for Disease Surveillance

Quality Evaluation based on the following criteria - Two Points for each Module:
Following criteria may be used for scoring for each Module:

- User friendliness
- Simplicity of interface
- Minimum Key board entry (Maximum use of Drop down lists)
- Security Features in terms of central monitoring with Mobile Device Management capabilities
- MIS and Analytical Reports

4. Cloud based application deployment with Disaster Recovery setup. Application to have in-built features to ensure elasticity & to switch to DR setup during disaster. (5 Points)

Marks per Assignment - 5

6. Development Centre in Trivandrum with a minimum 20 seat (10 Points)

Existing Development Centre in Trivandrum as above - 10

Confirmation that a Development Centre will be set up in Trivandrum for eHealth within 45 days of awarding the contract- 5

7. Personnel deployed at Trivandrum (10 Points)

Following points will be awarded for technical personnel included in the CV and will be deployed at Trivandrum for the prescribed periods.

Sl No	Domain	Points per Person	Max Points
1	Senior Project Managers	0.5	1
2	Domain Experts in Public Health (Non Clinical Module)	0.5	1
3	Domain Experts in Hospital Management System (Clinical Module)	0.4	1
4	Change Management Experts	0.5	1
5	Training Experts	1	1
6	Solution Architects	0.5	1
7	System Analysts	0.5	1
8	Programmer Team Leaders	0.2	1
9	System Administration	0.3	1
10	Database Administration	0.3	1

Functional Area	Period during which Availability in Trivandrum desired
Project Management Team	Development phase
Domain Experts in Public Health (Non Clinical Module)	Development phase
Domain Experts in Hospital Management System (Clinical Module)	Development phase
Change Management Experts	Pilot and Rollout phase
Training	Pilot and Rollout phase
Solution Architects	Development phase
System Analysts	Development phase
Programmer Team Leaders	Development phase
System Administration	Rollout and Maintenance Phase
Database Administration	Rollout and Maintenance Phase

5. Proposed eHealth Solution (20 Points) PDF Document created in format Provided as Annexure to this Volume.
- Architecture and Design - 10
 - Detailed description
 - Cloud based solution with High availability for every server component.
 - Clarity of Design
 - Completeness of Modules (Mapping Document) - 5
 - Richness of Analytical tools - 5

7 Payment Schedule(vis-à-vis deliverables and implementation phases)

7.1 Payment Schedules:

7.1.1 eHealth Application, OS, DBMS and any Other System Software, System Administration, AMC, Training materials etc

Sl.No.	Payment Milestones	Payment	Cumulative
1	Advance against Bank Guarantee	10%	10%
	Acceptance of SRS	5%	15%
2	Pilot Phase - Completion of Testing and Certification	5%	20%
	Implementation in Pilot Institutions	10%	30%
	Acceptance testing, audit and certification of new version.	10%	40%
3	Go-Live in the Rollout Phase 1 after completion of successful Performance Review (75% of hospitals in each category) .	20%	60%

	In case the roll out is delayed beyond six months from scheduled date due to reasons not attributable to the Primary SI Agency the Performance review may be conducted using automated tools in a simulated environment for Milestone payments.		
4	Go-Live in the Rollout Phase 2 after completion of successful Performance Review (75% of hospitals in each category) In case the roll out is delayed beyond six months from scheduled date due to reasons not attributable to the Primary SI Agency the Performance review may be conducted using automated tools in a simulated environment for Milestone payments.	10%	70%
5	First Half Yearly Payment - Third Year (After Successful Completion of first half yearly Service Contract in the Third year)	5%	75%
	Second Half Yearly Payment - Third Year (After Successful Completion of second half yearly Service Contract in the Third year)	5%	80%
	First Half Yearly Payment - Fourth Year (After Successful Completion of first half yearly Service Contract in the Fourth year)	5%	85%
	Second Half Yearly Payment - Fourth Year (After Successful Completion of second half yearly Service Contract in the Third year)	5%	90%
	First Half Yearly Payment - Fifth Year (After Successful Completion of first half yearly Service Contract in the Fifth year)	5%	95%
	Second Half Yearly Payment - Fifth Year (After Successful Completion of second half yearly Service Contract in the Fifth year)	5%	100%

7.2 Delays in Rollout

Some of the Payment milestones are linked with the progress of Rollout. Primary System Integrator need deploy infrastructure and resources based on the rollout plan which will be communicated to the Agency by the eHealth PMU. In case the roll out is delayed beyond six months from scheduled date due to reasons not attributable to the Primary SI Agency the Performance review may be conducted using automated tools in a simulated environment for Milestone payments. Primary System Integrator may demonstrate the performance, and security service level requirements as per the RfP and claim the milestone payment subject to fulfilling other Agreement conditionalities

Annexure

Format of the Proposed eHealth Technical Solution Document

A detailed Technical Solution document shall be submitted along with the Technical Bid. The format of the Technical Solution document is given below. The document shall contain the details narrated below. Bidder may add any further details as deemed necessary in addition to the details mentioned below.

The document shall be uploaded as a PDF document in the Pre-qualification Cover.

Technical Solution document To be created as a PDF Document and Uploaded.

Introduction

1. Understanding of the project
2. Brief Description of the Solution Proposed
3. How the solution proposed conforms to the understanding
4. Brief description of the Approach and Methodology for implementing the Project

System Functionality and Technical Specifications:

A detailed mapping document in the following format indicating how the proposed solution conform to all the Functional requirements as well as the Technical Specifications of the project narrated in Volume 2 'Technical Specifications' and Volume 3 'Functional Requirements'. The format shall be prepared for each module as separate Tables as shown below

Technical Specifications and Functional Requirements Mapping Document:

Name of Module:

Requirement ID	Feature	Description	Response C/ CR - Minor/ CR- Major/ F/ NC

Response Options:

Response shall be any one of the following.

Response	Description	Acronym to be used to fill up Response Column above
Compliant	Functionality is included in the base product. No customisation is required. Provide an explanation	C
Minor Customization Required	Functionality is included in the base product with some limitations, provisions or dependencies that require minor customization/modification.	CR - Minor
Major Customization Required	Similar Functionality is included in the base product but require major customization/modification to the base product.	CR-Major
Future	Functionality is not currently included but will be	F

	developed and added during the Development phase	
Non Compliant	Functionality is not currently included and cannot be made available within the prescribed time frame.	NC

Analytical tools

Description of Analytical and Drilldown features proposed to be included in the Application with examples, diagrams and practical implications. How the Analytical Tools proposed will help the following broad functionalities may be clearly explained:

1. Medical Research
2. Healthcare Planning
3. Decision Support System

Technology:

Detailed description of the Technology proposed to be used:

- Solution Architecture
- System Architecture at Data Centre
- Lean Server at Institutions
- SOA and Integration capabilities
- Operating System (Type, Version)
- Database (Type, Version)
- Platform for Application
- Identity and Access Management, Single Sign-on
- Session Management
- System Performance
- Conformance to Cloud Architecture
- Security features
- Auditing / Reporting features
- Disaster Recovery & back-up
- Compliance with Standards (EHR/MDDS/Security)
- Scalability
- Ease of implementation
- Plan for System management during Rollout and beyond

Compliance Testing:

Detailed description on how the bidder proposes to carry out the following Evaluations and Testing as per RfP requirement:

1. Security Testing
2. Performance Testing

Challenges:

A description of the Challenges envisaged and solutions

- Challenges likely to be encountered
- How to deal with the challenges
- Learnings from previous experience

Proposed Work Plans:

No	Activity	Calendar Months												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
N														

- 1 Indicate all main activities of the assignment, including delivery of reports design documents etc.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement