

**REQUEST FOR PROPOSAL (RFP)**

**Selection of Agency for Setting up, Integration, Commissioning, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100Centers for State of Jharkhand**

**RFP No:-130 dated21/11/2017**

**Tender Cost: - 10,000 only**

**Last date of submission of Online Bid:-08/12/2017 to 18/12/2017 by 06.00 pm.**

**Date of opening of Technical Bid: - 20/12/2017 at 3.00 PM**



Government of Jharkhand

Department of Health & Medical Education & Family Welfare,

National Health Mission

RCH office, G. V. I. Campus, Namkum,

Ranchi- 834010, Jharkhand

Tele Off: 0651-2261000/2 Fax No: 0651-2261856

email: [nhmjharkhand2016@gmail.com](mailto:nhmjharkhand2016@gmail.com)



**Jharkhand Rural Health Mission Society**  
**DEPARTMENT OF HEALTH & FAMILY WELFARE**  
**Govt. of Jharkhand**

Namkum, Ranchi – 834010.

Tel. No. – 0651 – 2261000 Fax – 0651 – 2261856

Email - [nhmjharkhand2016@gmail.com](mailto:nhmjharkhand2016@gmail.com)

RFP No.:- SRCH/Nam/130/2017

Date 21/11/2017

**TENDER NOTICE**  
**(e-Procurement System)**

**Selection of Agency for Setting up, Integration, commissioning, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100Centers for State of Jharkhand.**

**Section I:-**

Mission Director (NHM), Department of Health & Family Welfare, Government of Jharkhand State, RCH Office, G. V. I. Campus, Namkum, Ranchi- 834010, Jharkhand invites **bid from eligible Single Bidder "for Setting up, Integration, Commissioning, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers" for the State of Jharkhand for the period of five (05) years**, as per requirements stipulated in this document or associated correspondences thereto.

The Blank tender documents with detailed conditions can be obtained through web site <http://jharkhandtenders.gov.in> and should be submitted through e-procurement system only. The eligible bidders willing to participate must necessarily are registered in e-Procurement portal.

Sl.No	Particulars	Details
1	Name of Work	Selection of Agency for Setting up, Integration, commissioning, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100Centers for State of Jharkhand
2	Time of Completion	Within 60 days after issue work order
3	Date of Publication of Tender on website	23/11/2017
4	Pre-Bid Meeting Date/Time	28/11/2017 at 3.00 PM in Jharkhand Rural Health Mission Society, GVI Campus, Tata Road, Namkum, Ranchi .
5	Last Date / time for receipt of bids	08/12/2017 to 18/12/2017 by 06.00 pm.
6	Date / time for Opening of Technical bid	20/12/2017 at 3.00 PM
7	Tender fee (Non-refundable)	Rs. 10,000 (Ten thousand only)
8	Earnest Money Deposit (EMD)	Rs.50,00,000 (Fifty lakh only)
9	Contact email	procurementjrhms@gmail.com
10	Bid submission Type	e-Procurement Portal
11	Contact no. of procurement person	90655227526,90655227531
12	Helpline number of e-procurement cell	0651 – 2260101 Fax :- 0651 – 2260101

Note: The above dates may change due to abrupt declaration of holidays.

Detailed tender document can be seen and apply through website <http://jharkhandtenders.gov.in> only, hard copies of Technical bid & Price bid will not be entertained except Tender fee & EMD. Tender notification & Tender document can also be seen (only reading purpose) from the Departmental website <http://jrhms.jharkhand.gov.in>

S/d  
In-Charge Procurement Cell  
Jharkhand Rural Health Mission Society,  
Namkum, Ranchi



**Jharkhand Rural Health Mission Society  
DEPARTMENT OF HEALTH & FAMILY WELFARE  
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In-Charge Procurement Cell  
Jharkhand Rural Health Mission Society,  
Namkum, Ranchi

## **Section II**

### **1. INTRODUCTION**

Telemedicine refers to the science and practice of disease management (medicine) from a distance (tele). It focuses on Telemedicine application to improve the quality of medical practices and also to accelerate the promptness on diagnosis and treatment and utilization of the vast resources of medical specialty/ super specialty professionals in the State of Jharkhand and in the country.

### **2. BACKGROUND**

India is a country of villages. Jharkhand is a state in eastern India carved out of the southern part of Bihar on 15 November 2000. The state shares its border with the states of Bihar to the north, Uttar Pradesh to the north-west, Chhattisgarh to the west, Odisha to the south, and West Bengal to the east. It has an area of 79,710 km<sup>2</sup> (30,778 sq ml). The city of Ranchi is its capital while the industrial city of Jamshedpur is the most populous city of the state. Jharkhand is the 13th most populated state in India with a population of 32,966,238 spread over an area of 79,710 sq km (Census 2011). The most populated district is Ranchi, followed by Dhanbad. The least populated district is Lohardaga. The literacy rate in Jharkhand is 67%.

#### **Geographical and Population details of the State**

Established	15th November 2000
Capital	Ranchi
Languages	Hindi, Santhali, Mundari, Bengali, Oriya, HO, Kurukh
Per capita Income	04161 per month
No. of Districts	24
No. of Sub divisions	38
No. of Blocks	260
No. of Villages	32,620
Total Geographical Area	79.70 lakh hectare
Cultivable Land	38 lakh hectare
Net Sown Area	18 lakh hectare (25% of total area)
Net Irrigated Area	1.6 lakh hectare (8% of net sown area)
Forest	29% of total area
Average Temperature	8°C to 41°C
Humidity	36%-88%
National Highways	1844 km
State Highways	6880 km
Total Population	32,966,238
Males	16,931,688
Females	16,034,550
Decadal Growth	22.34%
Population Rank	13th
Sex Ratio	947
Decadal Growth	22.34%

Population Density	414 persons/sq km
Child population (0-6 years)	5,237,582
Child Sex Ratio (0-6 years)	943
Crude Birth Rate (SRS 2015)	23.5
Crude Death Rate (SRS 2015)	5.8
Natural Growth Rate (SRS 2015)	17.9
Infant Mortality Rate (SRS 2015)	32
Maternal Mortality Rate (SRS 2012-14)	208
Total Fertility Rate (SRS 2014)	2.8
Literacy rate	67.63%
Males	78.45%
Females	56.21%

Government of Jharkhand (GoJ) is providing health care services through a well-connected and distributed network of Primary Health Centers, PHC5/ CHCs, District Hospitals, Medical College Hospitals, other institutions like ESI Clinics / Hospital etc. In spite of this well-established network, the people in rural and remote areas struggle to get access to timely and quality specialty medical treatment due to persistent gaps in manpower & infrastructure, especially at the primary healthcare level. Health indicators are very low and the inequality in medical care is not justified when we have entered the twenty first century and also in keeping with the national commitment of "**Health for All**" and the ideal of egalitarian society.

The introduction and establishment of telemedicine technology and its clinical practice will help to get immediate medical advice with Real time Video conferencing and certainly connectivity with major hospitals, particularly medical colleges and medical institutions in the State of Jharkhand and country.

Telemedicine technology will reduce the need for a large number of consultants and specialists to travel long distances to meet the demands of patients in remote areas. The technology can also transform the life of medical doctors working in remote and rural areas with access to communication with their seniors and specialists located in major hospitals I metropolitan cities in the country, keeping with the development of information technology and the commitment of government of India, it is further reiterated that the telemedicine technology project will provide a platform to improve diagnosis and treatment of patients situated in remote areas. The geographical isolation need no longer be an obstacle to the basic needs, timely and quality medical care. The technology will definitely prepare the ground for proper need full utilization of experts in medical profession which is otherwise not readily available in the remote areas of the Jharkhand.

### **3. OBJECTIVE OF THE PROJECT**

- a. To set up and run Telemedicine System called hereinafter Digital Dispensaries covers about 15,000 people each at centers identified by Government. It has been proposed that in every three panchayats one Digital Dispensary shall be set-up and run. Each dispensary should be linked through telemedicine system and created referral systems of public and private healthcare facilities available.
- b. 6x6 (10.00 AM to 4.00 PM, Monday to Saturday) Tele-Consultation, available in three languages, viz. Hindi, English and regional languages prevalent at State of Jharkhand, as per understanding of

patients.

- c. Ensuring Universal Healthcare Access with a target of serving on average at least 90% of population of catchment area.
- d. Providing minimum set of investigations within the same area to ensure prompt diagnosis.
- e. Creating linkages/network with existing Primary Health Centers (PHC) and Doctors' node (Doctors' centre) set up by the vendor at secondary & tertiary levels or medical colleges/ district hospitals of state, if required.

#### **4. INSTRUCTIONS TO BIDDER**

##### 4.1 General Instructions

- The bidder should prepare and submit its offer as per instructions given in this section.
- The tenders which are for only a portion of the components of the job/ service shall not be accepted.
- The bid process involves a two-stage bidding namely, the submission of Technical bid and followed by financial bid.
- The bidder shall submit only one Proposal
- The Proposal should be in English Language only.
- The Bidder is not permitted to modify, substitute or withdraw their Proposal after submission
- The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be for 5 years from the date of agreement as per the relevant clause of this document.
- The original Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be attested by the person or persons who sign(s) the Proposals.
- An authorized representative of the bidder should sign on all the pages of the Proposal. The representative's authorization should be confirmed by a written power of attorney or board resolution accompanying the Proposal.
- Bidders should specify the price of their supply/services as per scope in Indian Rupee (INR) only, the prices shall be fixed during the currency of contract.
- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- Authority reserves the right to accept or reject any/all bids without assigning any reason thereof, and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The decision of the competent authority would be final and binding on the bidders. Bidder shall bear all costs of preparing, submitting and any incidental charges.
- All communication pertaining to this bid will be published in the website <http://jharkhantenders.gov.in>, it would be the bidders' responsibility to check website for such communication.

## **4.2 Earnest Money Deposit**

- The Bidder shall furnish along with its tender, earnest money for amount of Rs 50,00,000/ (Rs. Fifty Lakh only) in the form of Banker's cheques / Demand Draft / Bank Guarantee in favour of Aviyani Nideshak, Rashtriya Swastha Mission payable at Ranchi. The earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct.
- The earnest money shall be valid for a period of 180 days. Tenders submitted without EMD shall be rejected.
- EMD of Unsuccessful Bidders' will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- Earnest money of a Bidder may be forfeited, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful Bidder's earnest money will be forfeited without prejudice to other rights of purchaser if it fails to furnish the required performance security within the specified period.

## **4.3 RFP Document Fees**

The bidders are required to submit the document fee Rs. 10,000/- in shape of Demand Draft in favor of Aviyani Nideshak, Rashtriya Swastha Mission payable at Ranchi from any of the scheduled Indian bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

## **4.4 Preparation of Tender**

Bids must consist of the following documents:

A. Technical Proposal/Bid.

B. Financial Proposal/Bid

Technical and Financial Bids shall be uploaded separately.

### **A. Document Furnished under Technical Proposal/Bid**

- 1) Receipt regarding payment of Tender Cost (RFP Document Fee OR **Bid Processing Fee**) and Earnest Security Money (**Bid Security Money**)
- 2) Company Incorporation Certificate / Society Registration Certificate / Other relevant document for proof of constitution of entity.
- 3) Original Tender Document (RFP) duly stamped and signed in each page along with a forwarding letter confirming the performing of scope of work.
- 4) Power of Attorney in favor of signatory to tender documents.
- 5) GST Registration Certificate valid on date of submission of tender if required.
- 6) Necessary work orders complying with the eligibility criteria of evaluation
- 7) Audited Balance Sheet & Profit & Loss Statement to establish financial eligibility.

- 8) Documents complying towards Evaluation Criteria
- 9) Solution complying to the scope of work
- 10) Compliance Matrix as per Annexure -A
- 11) Technical Bid Cover letter
- 12) A duly notarized declaration from the bidder to the effect that the firm/company/entity has neither been declared as defaulter or black listed by any competent authority of Govt. of India or Govt. Jharkhand.

In addition to the above documents:

A write-up on the manner in which the bidder proposes to carry out the job as required by this document. In particular, the write-up must include a detailed description of the following:

- a) Proposed methodology for **Setting up, Integration, Commissioning, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers**, including the processes and protocols for managing the flow of data, patient information, patient consultation etc.
- b) Deployment plan with timelines
- c) Proposed organizational structure with roles and responsibilities
- d) Recruitment plan
- e) Detailed training & re-training plan
- f) Detailed features of the application software proposed to be used for the telemedicine consultation
- g) Detailed Bill of Materials (BOM) with specifications for setting up the Telemedicine centre
- h) Detailed Quality Management/Assurance System
- i) Data security protocols that will be followed to ensure secure transmission, storage/retrieval and access to data
- j) Network architecture to ensure uninterrupted service
- k) The proposed reporting system

#### **B. Document Furnished under Financial Proposal/Bid**

- I. Financial Cover letter
- II. Breakup Cost

The financial proposal shall be uploaded separately. As part of the financial proposal, the bidder is required to propose the Capital (onetime) and Operational (fixed cost and per consultation cost per centre) cost per month for 100 centers that it would charge for providing the services listed as part of the scope of work and the technical proposal in this document. The relevant format for the financial bid is available in relevant place. A centre is expected to take approximately 20 patients a day (25 days working in a month). The bidder shall furnish base rental cost, GST and aggregate of both separately.

#### 4.5 Tender Validity Period and Renewal of Contract:

Tender shall remain valid for 180 days. Bidder's quoted price shall remain valid for the duration of the contract. The contract may be extended for another term based on the review of the performance and mutual



consent.

#### 4.6 Pre-bid Meeting

- Mission Director (NHM), National Health Mission, Government of Jharkhand shall hold a pre-bid meeting as per the schedule given in this RFP with the bidders.
- Bidders shall submit their queries for Pre-Bid meeting should reach to Mission Director (NHM) Department of Health & Family Welfare, Government of Jharkhand, State RCH office, G. V. I. Campus, Namkum, Ranchi-834010, Jharkhand at least two days before pre-bid meeting date and time.
- The queries should necessarily be submitted in the following format:

SI. No.	RFP Document Reference(S) (Section & Page Number)	Content of RFP	Points of Clarification

Any requests for clarifications post the indicated date and time may not be entertained by Mission Director (NHM) Department of Health & Family Welfare, Government of Jharkhand, State RCH office, G. V. I. Campus, Namkum, Ranchi-834010, Jharkhand. Any future Corrigendum/Information/Reply to Pre-bid Queries shall be posted only on our website <http://jharkhandtenders.gov.in>. Any such corrigendum shall be deemed to be incorporated into this RFP.

#### 4.7 Opening of Bid

- The bids that have been received within the specified deadline would be opened at the specified date and time as indicated earlier.
- Bidder's representatives are free to be present at the time of bid opening.
- Bids that do not contain necessary EMD, tender fee or which has substantive material deficiencies shall be rejected upon opening.

#### 4.8 Conditions Governing Receipt and Opening of Proposals

- The Financial Proposal should only indicate prices without any condition or qualification whatsoever and should include GST.
- The technical proposal shall be opened as per schedule by the evaluation committee and followed by the technical presentation scheduled on the date decided by the committee.
- From the time, the bids are opened to the time the contract is awarded, if any Bidders wish to contact the NHM, Jharkhand on any matter related to its proposal, it should do so in writing at the address of the nodal officer. Any effort by the Bidder to influence the bid proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

### **Section III - Evaluation of Tender**

## **BID Evaluation**

A two-tier evaluation method will be adopted to evaluate the bids, i.e. evaluation of technical bid followed by evaluation of financial bid.

### **Evaluation of Technical Bid:**

- a) Tenders will be opened by the Technical Evaluation Committee.
- b) While evaluating, the committee may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- c) Any document found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification.
- d) The bidders not satisfying the requisite eligibility criteria are not eligible for further consideration.
- e) All eligible applicants shall be evaluated on the following parameters and marks shall be awarded:

Evaluation Criteria	Maximum Marks
Average Annual Turnover $\geq$ Rs. 15 Crores: 20 marks	20
Rs 10 Crores $\leq$ Average Annual Turnover $\leq$ Rs 15 Crores: 10 Marks	
Rs 5 Crores $\leq$ Average Annual Turnover $\leq$ Rs 10 Crores: 5 Marks	
5 years or more experience in Hospital Management and/or Public Health Management in India is 20 Marks	20
1 or less than 5 years of experience is 10 Marks	
Minimum experience in running 5 hospitals or more in India —20 marks	20
Minimum experience in running 3 hospitals in India —10 Marks	
Minimum experience in running 1 hospital in India —5 Marks	
Experience in running three or more Tele-medicine projects (having Video consultation, e- Prescription and Electric Medical Record) in India —20 marks	20
No experience in running Tele-medicine project in India —0 mark	
Presentation based on the methodology proposed for this project	20

Note: Bidders scoring **60 or more of the maximum marks** (i.e. 100) in the technical bid shall become **eligible** for opening of Financial Bid, subject to fulfilment of other essential criteria.

### **Evaluation of Financial Bid:**

The technically qualified bidders will be called for opening of the financial bids. All financial bids shall be considered to include all taxes & any other charges. Selection shall be done on least cost basis.

### **Tender Evaluation Committee**

A duly constituted Tender Evaluation Committee (TEC) will evaluate the Technical & Financial Bids.

### **Technical Bid Evaluation**

The Tender Evaluation Committee will evaluate the proposals on the basis of their responsiveness to the

selection criteria. The Bidder who satisfies the documentary evidence as per the Eligibility Criteria is considered as technically qualified. Minimum Qualifying Mark in technical evaluation, to get selected for Opening of Financial Bid is scoring 60% or more of the maximum marks in the technical bid. The technical scores of the bidder against each criterion would be totaled up, and thereafter the technical scores of all the bidders would be listed in decreasing order. Any proposal not achieving the abovementioned scores will be treated as "Not Technically Qualifying the Requirements" and will not be considered further. Only the technically qualified bidders will be informed for opening of the financial proposal.

### **Financial Bid Evaluation**

The technically qualified bidders will be called for opening of the financial bids. The lowest evaluated financial Bid (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as per the formula  $Sf = 100 \times (Fm / F)$ , in which Sf is the Financial score, Fm is the lowest financial quote and F is the financial quote under consideration.

**Note:** Evaluation of price bid shall be based on addition of Capex & Opex (fixed cost & per consultation cost per centre). The Opex cost (fixed cost & per consultation cost per centre) shall be calculated for **five years @ 20 Consultations / day for evaluation purpose only.**

### **Tender Evaluation**

A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids. The proposals will be evaluated on Quality & Cost Based Selection (QCBS) basis.

The Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal (60%); P = the weight given to the Financial Proposal = 40%; T + P = 100%) using the formula -  $S = St \times T\% + Sf \times P\%$ . St will be calculated as per formula -  $St = 100 \times I / TM$ , where TM is the maximum technical score and I is the technical score of the bidder.

This evaluation procedure reflects the high importance attached to quality and competence. Please note that the authority is not bound in any manner to select any of the bidders submitting proposals or to select the firm offering the lower price.

The bidder achieving the highest combined technical and financial score (5) will get the highest rank, followed by others. The bidder obtaining the highest number of points will be invited for contract negotiations, with a view to clarify any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign a Contract Agreement. Bidders Submitting Proposals should clearly understand that any or all parts of their proposals are liable to be part of the negotiation procedure.

## **Section IV — JOB DESCRIPTION**

- 1) The service provider/vendor shall be responsible for **"Setting up, Integration, Commissioning, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers "**, for the State of Jharkhand for the period of five (05) years. A tentative List of locations (centers) where the project/ digital dispensary has to be implemented is attached at

Annexure-1.

- 2) The service provider/vendor shall be allotted the 300 sq. ft space, electricity and water supply by the client/authority and the service provider/vendor shall make the complete arrangements to make the Digital Dispensary (Telemedicine centre) by providing Video consultation application / Video-conferencing equipment and other peripheral devices to be attached to computers or the video-conferencing equipment, conducting investigation, dispensing medicine through 100 centers spread across the state of Jharkhand. The list of numbers and types of equipments, instruments, furniture & fixtures required to make the digital dispensary operational is attached at Annexure-11. However, this is not the exhaustive list. The service provider/vendor will provide equipments/instruments, furniture & fixtures required to fulfil the minimum requirements, in addition to above list, to make the digital dispensary operational.
- 3) The solution will involve real time exchange of information (Real time Consultation) between the 2 centers simultaneously & communicating interactively for OPD services. It may include video conferencing, interviewing & examining the patients, transmission of images, reports, films of various anatomic sites, auscultation of various anatomic sites, heart & lung sounds & a continuous review of various images etc. Here two centers are visualised as Doctor Centre and Patient Centre.
  - a) Doctor centre / KPO: It will be located anywhere in the country. However, the complete physical address with contact and landmark details shall be furnished to the client. The client may conduct the inspection to verify the requirement as stipulated here are being met or not. It will accommodate sufficient numbers of registered MBBS Doctors / Specialists of allopathic system including sufficient number of lady and male doctors. 1 no of Nodal Officer Telemedicine Project Coordinator who will act as a Nodal officer and will be deployed at the premises of the authority. The Nodal Officer will be the single point contact from service provider/vendor side for all reporting/administrative purposes. The authority will provide a space and necessary arrangements for the Nodal Officer.
  - b) Patient centre: It will be located in PHC and space will be provided by the authority for this purpose. It will accommodate the one trained Nurse or Nursing Assistant (XII pass) for the telemedicine side and one paramedic or pharmacy Aid (XII pass), one pathology assistant (XII pass). The space (minimum approx. 300 sq. ft.) would be provided by the authority preferably in the Primary Health Centers.
- 4) The service provider/vendor shall not be entitled to levy any charge on the patients. The services shall be provided completely free of cost to all patients.

The State Telemedicine Network is visualized to be a tiered hierarchical structure. This would include:

**LEVEL-1:** Patients Centre at Primary Health Centre (PHC)

Vendor/Bidder/Service provider shall ensure that the following will be available at the centre level to make the consultation:

- All in one computer with camera and headphone

- Laptop
- Printer
- Software solution License for Videoconferencing with Clinical Decision Support System
- Internet Broadband connectivity (Wireless / Wired)
- Power Solution comprising of an inverter with batteries and a small DG genset for backup if necessary
- Multipara monitor with ECG, sPO2, Pulse Rate & NiBP or equivalent solutions
- Mini Lab with Malaria, Hemoglobin, Blood Sugar & Urineanalysis facility. Lab collection facility for other tests could be added later.
- The Unit stocked with 150 high end generics based on disease load
- Furniture & Fixtures including Medicine Shelves, Counters, Computer Tables, Chairs, Fan, Lights etc.
- Patient engagement facilities (bed, scopes, etc.)
- Painting & Branding
- Details of the equipments & fixtures are mentioned in Annexure II
- Film Scanner may be used for sending X-ray / CT / MRI images. The telemedicine functionality at these units have to be: A self-sufficient 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 stipulated in this document. Diagnostic reports/images/films of the patient will be forwarded to Doctors Centre/Tertiary Hospitals/Medical colleges/District Hospitals, is required, 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 printer is to be provided for printing report/e-prescription and records for distribution to patient.
- Vendor/Bidder/Service provider shall ensure that basic setup being provided to the client shall have the provision to connect with the doctor centers to be set up in Tertiary Hospitals/Medical colleges/District Hospitals of Jharkhand. i.e., Multi-point video conferencing system (Centre at L1 should be able to be in Video Conferencing with 3 centers at L2 across geography)

**LEVEL-2:** Doctors Centre / KPO will be anywhere in India

The LEVEL-1 units are referring in nature and will connect to LEVEL-2 unit.

LEVEL-2 units are purely referral in nature and will be able to consult with each other or refer a case to each other on basis of specialty and requirement of second / third I nth opinion.

### **Scope of Work**

The obligations of the Service provider /firms under this service contract shall include following service activities and commitments:

100 centers comprising of Telemedicine including Video consultation, medication dispensing and Pathology will be set up in room of an area of minimum 300 sq. ft. The 300 Sq. ft. room, electricity and water supply

will be provided by the authority.

Each such centre will have -

- All in one computer with camera and headphone
- Laptop
- Printer
- Software solution License for Videoconferencing with Clinical Decision Support System
- Internet Broadband connectivity (Wireless / Wired)
- Power Solution comprising of an inverter with batteries and a small DG genset for backup if necessary
- Multipara monitor with ECG, sP02, Pulse Rate & NIBP or equivalent solutions
- Mini Lab with Malaria, Hemoglobin, Blood Sugar & Urineanalysis facility. Lab collection facility for other tests could be added later.
- The Unit stocked with 150 high end generics based on disease load
- Furniture & Fixtures including Medicine Shelves, Counters, Computer Tables, Chairs, Fan, Lights etc.
- Painting & Branding
- Patient engagement facilities (bed, scopes, etc.)
- Manpower comprising of at least one trained Nurse or Nursing Assistant (Xli pass) for the telemedicine side and one paramedic or pharmacy Aid (XII pass), one pathology assistant (XII pass). These centers should deliver primary care through virtual OPD with tests and medications to people.
- Details of the equipments & fixtures are mentioned in Annexure II
  - Providing health guidance/advice on most commonly prevalent conditions & diseases,
  - Linkage with all emergency response services such as 108 ambulance services
  - Provide a central reporting facility at headquarters for the people and health care providers during any emergencies such as occurrence of epidemics / disasters
  - Create area wise disease / problem based analytical report on monthly basis based on data base. Prepare and submit disease / problem based schematic maps for districts/groups of districts based on IT on monthly / quarterly / annual basis.
  - Service provider/bidder shall also ensure at its own cost, an IT-enabled centralized Tele-health Dashboard, which should be web-based accessed through user id and password, for viewing the services provided at Patients and Doctors Centers with a provision of viewing all the nodes simultaneously to evaluate the services provided to patients. This should also give the status of functioning of all centers on real time, number of patients visited, types of diseases identified, medicines prescribed, Online data Report of daily transactions (Consultation)-Centre wise.
  - The human resources shall be the sole responsibility of the service provider/bidder. The Manpower may include Doctors: MBBS doctors with registration in Allopathic system, Specialist (MD/ DNB/ equivalent) and other staff as stated. The successful bidder shall submit to the client/NHM the

certified copy of certificates and credentials of all human resources before commencement of any centre. All human resources should be trained and retrained at regular intervals.

- As per Indian Medical Council (Professional conduct, Etiquette and Ethics) Regulations, 2002 (Code of Ethics Regulations, 2002)
- Specific protocols in place to ensure that the consent of the patient is taken at every stage of the procedure. Physicians/ Doctors are obliged to protect the confidentiality of patients during all stages of the procedure and with regard to all aspects of the information provided by the patient to the doctor, including information relating to their personal and domestic lives. The only exception to this mandate of confidentiality is if the law requires the revelation of certain information, or if there is a serious and identifiable risk to a specific person and / or community of a notifiable disease. As per IT and Aadhaar act, no report will be prepared with patients' demographic details i.e. phone no and Aadhaar ID. Necessary training to the staff involved on Telemedicine software and ensuring the Confidentiality of the patients.
- Service provider shall provide uninterrupted internet connectivity and Power supply. 4 Hour Power back up at centers shall be provided through UPS / other means of minimum 3 KVA power.
- Retention of Medical Records: Medical records of patients cannot be accessed by anyone except the doctor treating that particular patient or consulting on the case. The patient is informed whenever his records are disclosed even to doctors. All records related to the digital dispensary at Level-1 and Level-2 should be handed over to NHM, Jharkhand after completion of the contract. Dispensing of Generic Medicine as per e-Prescription should be done on real time basis in the computer system so that report on medicine consumed may be generated. e-prescription of the patient should include his/her details, the name of the consulting doctor, medicines prescribed and schedule of intake along with registered ID.
- Generation of Electronic Medical Record (EMR) online with video consultation file: The EMR is to be stored till the completion of the project and all the records should be handed over to NHM, Jharkhand after the completion of the project. EHR is to be recorded as per the EHR Standard 2016 notified by the GoI.

### **The telemedicine Applicability**

The telemedicine shall cover following areas:

- a. **Tele consultation** - Registered MBBS Doctor/specialist doctor consulting with assigned patients, at nodes. Doctor diagnoses an ailment based on the digital medical information received by him, from a distance.
- b. **Tele diagnosis** –doctor diagnoses an ailment based on the digital medical information received by him, from a distance.
- c. **Pathology** - The exchange of clinical information using information and communication technologies pertaining to the specialty of pathology (e.g.: laboratory reports and images etc.) Similarly, the other

specialties of medicine like dermatology, dentistry etc exchange the relevant clinical information to derive the benefits of telemedicine.

d. **Medicine** - The generic medicine will be available at the centre level and whatever medicines prescribed by the doctor will be available at the centre.

e. **Telemedicine Implementation:** Following Medical test and services should be provided by the Bidder/Vendor at HSC/PHC for tele - consultation of the patient:

- Temperature Measurement
- Height & Weight Measurement Height, Chest Circumference, Mid-Arm Circumference, Head Circumference, Respiratory rate, SPO2, Heart Rate
- Pulse measurement
- BP measurement
- Foetal Heart Rate Monitor
- Blood Glucose examination and monitoring
- ECG
- Digital Stethoscope
- Malaria detection,
- Haemoglobin,
- Urine analysis,
- sPO2,
- Pregnancy detection.
- HIV testing

Setting up and management of digital dispensary centre with medicine dispensing and the contact centre should offer below services:

- To **furnish** each digital dispensary centre with all equipment, instrument, furniture & fixtures, electrical fittings, 4-hour power back-ups (UPS / other means), software solution license for Telemedicine solutions, investigations setup, Medicine dispensing, painting & branding
- Vendor/Bidder shall ensure interior painting of patient centre and display of signage outside the HSC/PHC in Hindi and English the name of Digital Dispensary, free of cost, list of services being provided and office hours
- To **manage & operate** the digital dispensary centers with provision of **manpower, internet connectivity, laboratory & facility for the dispensing of generic medicine, providing comprehensive Primary Healthcare including Doctor's Video consultation, ANC, vaccinations, appropriate tests and medicines to be delivered to each patient**
- All instruments installed across the centers have to calibrated and deemed fit for medical use.
- Patient Safety Norms as per Industry standards and Best practices should be followed by the service providers.
- All guidelines and standards issued by Govt. of India and its agencies should be followed in delivering of



service where ever applicable. **Bidder/s should comply to stated standards where ever applicable in the solution and Approach and methodology.**

- Bidder shall ensure that their doctors prescribe only Generic name prescription.
- Assistance with the Integrated Disease Surveillance Program (IDSP) - early warning system and to detect and respond to outbreaks quickly.

**Note: Additional services may be added to the list in future based on the need. If there are any cost implications, the same may be mutually agreed upon.**

**Infrastructure:**

Provide 6 x 6 days (10.00 AM to 4.00 PM Monday to Saturday) Telemedicine Centre, for providing the services mentioned above.

**Successful Service Provider/vendor's responsibilities:**

It is essential to sensitize the doctors / medical & paramedical personnel before technology actually reaches them.

1. The doctors/specialists and paramedics appointed by the service provider must possess the minimum qualifications as specified.
2. Hiring of Doctors and other staff as per the requirement.
3. The bidder will be responsible for rendering the services from the Digital dispensary. All costs related to the establishment, operation and maintenance of this Centre will be borne by the vendor/bidder. The bidder will be solely responsible for obtaining all statutory approvals required for operating such a service. It may request Government assistance for such approvals, if required.
4. Set up & commence services within 90 days of signing of agreement. Customize the IT Solution to meet the local language needs in the State of Jharkhand.
5. The bidder will engage adequate staff to run the Centre in full capacity. All costs related to hiring the centers staff will be borne by the vendor/bidder. The department reserves the right to conduct inspection of any employee/staff and Telemedicine Centre at any time.
6. The bidder will appoint a person to be the nodal officer as Telemedicine Project Coordinator for coordinating with the NHM, Jharkhand. The person identified must be available over phone at all times.
7. The bidder will provide all video-logs, voice-togs, voice recordings for current three month and other necessary details as and when required by the NHM, Jharkhand.
8. The bidder will be wholly responsible for ensuring compliance of labour laws in true spirit. It will also ensure speedy redressal of complaints regarding sexual harassment of woman at workplace for the female workforce, disposal of RTI as per its provisions and other statutory matter with a report to NHM, Jharkhand.
9. The bidder will sign a non-disclosure agreement (NDA) with the NHM for running the Telemedicine centre. Data for the purpose this project shall be considered as PHI i.e. Protected Health Information and IT and Aadhaar Act. This non-disclosure agreement will cover all PHI and every smallest data item (both hard

and soft copies) that has been provided by the Department for the operations of the helpdesk along with all the data that is recorded and generated during the operation of the helpdesk.

10. The bidder will abide by the workplace safety measures prevalent in India and will need to upgrade their facility/service in case of changes in rules prevalent in the state or country. Government will not be responsible for any accidents or loss of life caused by the bidder's negligence. The bidder will also have to pay for all indemnities arising from such incidents and will not hold NHM, Jharkhand responsible or obligated.

11. The bidder will be solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

12. The bidder will be responsible for program management activities like coordinating with the Govt. departments/offices (for information) and telecom service provider for smooth running of the operations.

13. Carry out demonstration of the existing Solution with detailed Specifications of Hardware & Software within 20 days of selection and submit satisfactory trials report.

14. Manage the Digital dispensary to provide 6 x 6 hrs uninterrupted service by putting in place robust technical and managerial support system.

15. Generate monthly reports like centre-wise patients received, time taken by doctor for counselling the patient, and share them with the officer designated by DH&FW

16. Bear the charges generated towards inverter with battery (UPS) and maintenance (daily, monthly & annually) and security of the Digital Dispensary.

17. The bidder shall maintain and upgrade the application and manage the contact center with necessary improvement for a duration of 5 years from the date of go live of the application and operationalization of the Contact center.

18. Ensure the closer of the grievances: Any grievances should be addressed to the MoIC of the concern PHC which should be redressed within 48 hours.

- If it is not resolved then it should be sent to the MoIC, CHC, to be resolved within 24 hours.
- If the MoIC, CHC does not respond then it should be sent to the Civil Surgeon of the concerned district.
- The Civil Surgeon should resolve the complain within 24 hours.

19. If the beneficiary is not satisfied with the counselling, information or, if the doctor/paramedic/nursing staff believes that more expertise is required to assist the beneficiary, the call is routed to an available doctor.

20. Feedback on the service is collected from the Patient through in-built feedback mechanism.

21. The service provider shall display a Standard operating procedures (SOP) displaying the list of services provided, protocol for treatment, Patient referral etc.

#### **NHM, Jharkhand Responsibilities:**

1. Providing working area of sufficient space for doctor centre and minimum approx. Area of 300 sq. feet at patient centre with access to water supply, electricity if available (excluding UPS)

2. All legal regulatory support, licenses, Single window clearance
3. Authorize the selected partner to establish and manage the Telemedicine Centre.
4. Release the funds on a timely basis to the Service Provider as per the terms and conditions of the agreement.
5. Provide necessary support from Health Dept. and facilitate support from other Depts.
6. Provide premises for setting up the Telemedicine Centre.
7. Provide necessary permission to the Service Provider/vendor for implementation of the project.
8. Assist in liaising with the other departmental agencies for gathering information. This would include information about registered practitioners, hospitals, pharmacies etc.
9. Provide necessary information about Health schemes for department use.
10. Audit and conduct inspections and evaluation.

## **Section V: Eligibility Criteria**

### **5.1 Eligibility Criteria**

The Bidder could be a Company or an LLP or a Society registered under the Companies Act, LLP Partnership Act or Societies Registration Act respectively meeting the following criteria:

<b>SLN o.</b>	<b>Criteria</b>	<b>Unit</b>	<b>Minimum requirement to be satisfied</b>
1.	Number of Years of Existence (as on 1st January, 2016).	Years	05
2.	Average Annual Turnover for preceding 03 years (FY 2016-17 accepted only if audited statement provided)	Crore (Rs.)	10 Crore
3.	Minimum experience in Hospital Management and/or Public Health Management in India/running hospitals in India	Years	03
4.	Experience in implementation of Telemedicine projects	Projects	03

## **SECTION VI — Terms & Conditions**

### **1. Letter of Acceptance (LOA)**

After successful completion of the negotiations/bidding, a Letter of Acceptance will be issued to the successful Bidder by the Client/Government. The successful bidder should start the work within 10 days from the date of release of LOA across the state of Jharkhand. Tenure of the completion of setting up of centre will be maximum three months from the date of release of LOA.

### **2. Agreement**

- The contract period shall be for a period of five years, further extendable on the successful performance of the bidders and based on mutual consent.

- The successful Bidder should execute an agreement in non-judicial stamp paper, having a face value of Rs. 100/- preferably within 7 days from the date of notification of acceptance by the department for the due fulfilment of the contract.
- Successful Bidder will be required to execute an agreement in the form, which can be seen at the office of Mission Director, NHM, Jharkhand, Ranchi.
- The stamp duty on the Agreement shall be borne by the successful Bidder.
- Successful Bidder will be required to execute an agreement in the format at **Annexure III**.

### **3. Project Deliverables**

100 centers comprising of Telemedicine including video consultation, medication dispensing and pathology will be set up in rooms of an area of minimum 300 sq. ft. The 300 Sq. Ft. room will be provided by the Mission Director (NHM), Department of Health & Family Welfare, Government of Jharkhand for running the telemedicine centre delivering primary healthcare to people.

Each such centre will have -

- Laptop with camera and headphone
- LCD Monitor
- Printer
- Software solution License for Videoconferencing with Clinical Decision Support System with e-Prescription
- Internet Broadband connectivity (Wireless/ Wired) will be established
- Power Solution comprising of an inverter with batteries and a small DG genset for backup • Multipara monitor with ECG, sP02, Pulse Rate & NiBP
- Mini Lab with Malaria, Hemoglobin, Blood Sugar & Urinalysis facility. Lab collection facility for other tests could be added later.
- The Unit well stocked with at least 150 high end generics based on disease load
- Furniture & Fixtures including Medicine Shelves, Counters, Computer Tables, Chairs, Fan, CFL. • Painting & Branding
- Manpower comprising of at least one trained Nurse or Nursing Assistant (XII pass) for the telemedicine side and one paramedic or pharmacy Aid (XII pass), one pathology assistant (XII pass). These centers should deliver primary care through virtual OPD with tests and medications to people.
- These centre will deliver virtual OPD with basic tests and medication dispensing

### **4. Service Deliverables of the Selected Bidder**

- The manage and operate the digital dispensary centers which will function as an OPD to deliver Primary Care.
- Management & Operation of the centers on a 6 hours / day (10.00 AM to 4.00 PM) basis in all working days except Sundays and Holidays notified for the Govt. Hospital OPD Closure.
- Registration of Patients
- Consultations with Doctors through Video Conferencing mode, ANC service to be provided

- e - Prescription
- Basic Kit based Laboratory Tests (Malaria, Dengue, Haemoglobin, Pregnancy, Blood Sugar & Urine analysis) with Reports
- Dispensing of Generic Medicine as per e - Prescription
- Online data Report of daily transactions (Consultation) - Centre wise
- Generation of Electronic Medical Record (EMR) online with video consultation file. The EMR is to be stored till the completion of the project and all the records should be handed over to NHM, Jharkhand after the completion of the project. EHR is to be recorded as per the EHR Standard 2016 notified by the Gol.

## **5. Award of Contract**

- The Purchaser will determine to its satisfaction whether the Bidder, that is selected as having submitted the lowest evaluated responsive bid, is qualified to perform the Contract satisfactorily, in accordance with the eligibility criteria mentioned in the bid.
- Prior to expiration of the period of bid validity, Department of Health, Medical Education & Family Welfare, Jharkhand will notify the successful bidder in writing, that their proposal has been accepted
- Then the draft contract agreement would be finalized for award & signing by MD, NHM, Jharkhand, Namkum, Ranchi and the successful bidder.
- The successful bidder shall furnish Bank guarantee in accordance with contractual terms or as may be decided by the NHM, Jharkhand.
- Failure of the successful bidder to accept the correction of the errors as specified herein OR to sign the contract OR willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event NHM Jharkhand may choose to award the work to the next highest scoring bidder or call for fresh bids.

## **6. Contractual Clauses**

The Contract Agreement for this engagement would contain the following:

### **6.1 Term of Contract**

The contract period shall be for a period of five years, further extendable on the successful performance of the bidders and based on mutual consent.

### **6.2 Termination**

Normal termination of the contract would happen at the end of the tenure.

### **6.3. Insolvency of bidder**

NHM, Jharkhand may at any time terminate the Contract by giving 30 (thirty) days written notice to the bidder without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to National Health Mission, Department of Health, Medical Education & Family Welfare, Jharkhand.

### **6.4. Default and Termination**

NHM, Jharkhand may, without prejudice to any other remedy for breach of contract by written notice of

default sent to the bidder, terminate the Contract for services in whole or in parts:

- If the bidder fails to deliver either the whole or part of the "Supplies and Services" within the time period(s) specified in the Contract or any extension thereof granted by MD, NHM, Jharkhand.
- If the bidder fails to perform any other obligation(s) and
- If the bidder, in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from NHM, Jharkhand.
- On a notice period of 60 days, all data / reports collected by the bidder shall be returned to NHM, Jharkhand in its original form and copy to Director Finance, NHM, Jharkhand upon such terminations. Bidder shall not have any right on this database.

### **7. Confidentiality and Intellectual property rights**

- Any attempt by the shortlisted Bidders or anyone on behalf of the Bidder to influence the Authority improperly in the evaluation of the Proposals or Agreement award decisions may result in the rejection of its Proposal.
- Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to the data, wherever applicable.
- NHM, Jharkhand shall retain exclusive intellectual property rights to all artifacts to which it has sovereign rights or right to use on a formalized agreement with another party if any COTS (Commercial Off the Shelf) software has been used in the application.

### **8. Indemnity**

The bidder shall indemnify, defend and hold NHM, Jharkhand and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided.

### **9. Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India with the Courts at Ranchi having jurisdiction.

### **10. Scope of Changes**

On any requirement where additional resources will be required in the Shift or more shift will be operated to provide support for any department, the bidder will provide the resources and can expand the setup. Cost impact can be settled on the basis of agreed professional monthly charge.

### **11. Performance Security**

- 10 percent of rated quote should be quoted within 15 days of the receipt of the notification of award from National Health Mission, Department of Health, Medical Education & Family Welfare, Govt. of Jharkhand, the selected bidder shall furnish a performance security for an amount of 10% (ten percent) of the quoted cost per month of 100 centers at the name of Aviyan Nideshak, Rashtriya Swastha Mission RCH Campus, MCH Building, Namkum, Ranchi-834010.

- The performance security shall be valid for at least 90 (ninety) days beyond the completion of contract period and shall be denominated in Indian rupees and shall be a bank guarantee issued by a scheduled bank in India through its branch in Ranchi, Jharkhand.
- The proceeds of the performance security shall be forfeited as compensation for any loss resulting from the bidder's failure to complete its obligations under this bid. NHM, Jharkhand shall notify the bidder in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the bidder is in default.
- The bidder shall furnish amendment to the Performance Security, if required, within 15 days of notification.

## **12. Compliance to Labour Laws**

The bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

## **13. Penalty**

- In case the KPI score for two consecutive quarters is below 70, the NHM, Jharkhand will reserve the right to terminate the contract and seek an alternate service provider/bidder or may impose penalty of 10% on the payable amount as decided by the MD, NHM, Jharkhand.
- If the KPI Score does not improve in the next two months, NHM, Jharkhand, GoJ, at its discretion, may decide to terminate the selected service provider/bidder or impose higher penalties of up to 50%.
- The Security Deposit may be invoked for unsatisfactory service provided to National Health Mission after allowing reasonable chance to set right the service deficiencies to the full satisfaction of the NHM, Jharkhand. The Security Deposit can be forfeited / invoked to set off claim of the NHM, Jharkhand for penalty.
- In the event of equipment/system failure, the Service Provider will be required to make alternate arrangements and ensure that the Telemedicine centre runs uninterruptedly and smoothly. During the period of failure, the service provider shall make suitable arrangements as agreed with the NHM, Jharkhand.
- If the Digital dispensary goes down because of reasons other than those envisaged under the force majeure clause, **one day's charges** shall be deducted for every hour of downtime from the service provider's claim. If the Digital dispensary remains unserviceable for a continuous period of 6 hours, then no payment shall be made for services during the 15-day period ending on that day.
- The service provider/vendor shall maintain full confidentiality of the data supplied while answering customer queries/complaints. Under no circumstances will the service provider/vendor divulge/reveal/share such data for the purpose other than for meeting the NHM, Jharkhand 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. 50,00,000/- (Rupees Fifty Lakh) to the NHM, Jharkhand and the NHM, Jharkhand shall reserve the right to blacklist the service provider for any future contracts. The decision of NHM, Jharkhand shall be final in this

regard and binding on the service provider.

#### **14. FORCE MAJEURE**

a) Notwithstanding the provisions of Termination for Default and Penalty clauses, the service provider shall not be liable for forfeiture of its Security Deposit, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.

b) Force majeure shall mean and be limited to the following: War / hostilities / Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.

c) The service provider shall advise the Department by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such force majeure conditions. In the event of the delay lasting for over two months, if arising out of causes of force majeure, the Department reserves the right to cancel the order.

d) The completion period may be extended in circumstances relating to force majeure by the Department. The bidder shall not claim any further extension for the completion of work. The Department shall not be liable to pay extra costs under any conditions.

e) The bidder shall categorically specify the extent of force majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the bidder shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the bidder without being subject to price reduction for delayed delivery, as stated elsewhere.

f) It will be prerogative of the Department to take the decision on force majeure conditions and the Department's decision will be binding on the bidder.

#### **15. Warranty**

All the equipments, instruments, furniture & fixtures to be installed in the digital dispensaries shall carry the comprehensive warranty for a period of Five years from the date of installation & commissioning of the same. The selected agency shall be responsible all the repair & maintenance work of the available equipment, instrument, furniture & fixtures during the warranty period.

#### **16. Staff Retention programme:**

The bidder will put in place systems to ensure that the resources are not changed frequently for internal purposes. The bidder will ensure that the given seating capacity is fully resourced. Bidder will also have sufficient additional manpower for managing absence due to leave, sickness, recess, interval, training, etc.

#### **17. Assessment & Remedial Action**

The bidder shall put in place evaluation systems to continuously evaluate the performance of its resources. Preventing misuse and wastage shall be the integral part of monitoring mechanism. NHM/ Department of Health, Medical Education & Family Welfare, Jharkhand and the bidder will jointly decide the evaluation



process and bidder will agree to maintain only those agents /Team leaders who qualify on the periodic evaluation process.

### **18. Centre Timings**

The Centre will operate 6x6 (10.00 AM to 4.00 PM, Monday to Saturday) days in a week on all 365 days (366 days in a leap year). The centre shall be closed on national holidays declared for Govt. hospitals OPD, State of Jharkhand & on Sundays.

### **19. Sub-Contracting**

Sub-contracting is not allowed under this REP

### **20. Payment terms**

The assistance may be released by Managing Director to Bidder in instalments, as under:

1. Capital Expenditure: 60% of Capital Cost will be released within 15 working days from date of signing of the agreement and submission of procurement plan. Rest 40% will be released within 15 working days from the completion of the installation in respective locations.
2. Fixed cost per month: At the end of each month upon submission of invoice, the payment will be made within 15 days from the receipt of the invoice.
3. Operational Cost: At the end of each month upon submission of invoice, the payment will be made within 25 days from the receipt of the invoice after verification.

### **21. RESOLUTION OF DISPUTES**

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

a. Amicable Settlement Performance of the contract is governed by the terms and conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the scope of work, the clauses of payments etc. In such a situation, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt.

b. Resolution of Disputes: If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority/District Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided in the applicable arbitration procedure, which will be as per the Arbitration and Conciliation Act, 1996 of India. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Ranchi, Jharkhand.

### **22. Applicable Law & LEGAL JURISDICTION**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Ranchi Jharkhand only.

### 23. Expected Service Level Parameters

The table below lists the minimum expected service levels for the Digital Dispensary. They must be achieved within 3 months of the launch of the Digital Dispensary. Quality of services by the selected agency will be monitored and regulated by the District Authority as per agreed KPIs. KPIs listed below will provide the primary performance parameters of the digital dispensaries. The nonadherence of the KPIs shall lead to Damages. KPIs along with Damages in case of non-adherence of KPIs are given in the table below:

SL No	KPIs	Target Benchmark(Parameter)	Monitoring frequency	Damages (To be paid and assessed on an annual basis)
Service KPIs				
1.	Medical Equipment, Instrument &Internet	95% uptime availability	Semi-annual	5% of Performance Security
2.	OPD Services Provided per centre	Minimum 10 patients per day	Quarterly, (meeting 50% of the parameter	5% of Performance Security deemed acceptable)
3.	Investigation done per centre per working day	Average 5 vitals (Height, Weight, Chest Circumference, Mid-Arm Circumference, Head Circumference, BP, Temperature, Respiratory rate, SP02, Heart Rate) per patients,Average3 investigation per patients ECG, Malaria, Dengue, Blood Sugar,F Hemoglobin, E Analysis, Foetal sound test	Quarterly, meeting 50% of the parameter deemed acceptable Doppler.	5% of Performance Security
4.	Patient satisfaction Survey for Selected Patients	Rating of at least 3.00 out of 5.00	Quarterly	5% of Performance Security if more than 30% of Select Patients surveyed ranked the services below 3.00 & 10% of Performance Security if more than 50% of Select Patients surveyed ranked the services below 3.00.
5.	Installation of the Centre	60 days from physical position	One time	5% Performance Security per centre

### 24. IT Infrastructure Standards

The software developed/customized for the system shall be audited by the agency from a security & controls perspective in consultation with the directorate. Such audit shall also include the IT infrastructure and network deployed for system. Following are the broad activities to be performed by the Agency as part of the security review. The security review shall subject the system for the following activities:

- Audit of Network, Server and Application security mechanisms

- Assessment of authentication mechanism provided in the application /components/ modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc.

**25. Exit Management Plan**

In case of non-renewal of contract, the bidder shall submit the Exit Plan, 6 months prior to the end of the contract and will ensure the transfer of all the documents and knowledge to the successor so that the service of the Telemedicine Centre will not be affected.

In case of termination, the exit plan will be executed within the minimum period to transfer the knowledge till the next successor has been selected to operate the Contact Centre without affecting its services.

**26. Time Line for Project Implementation**

SI. No	Item	Time Period
1	Contact Centre Setup with Supplies, Installation and Integration of all hardware and system software, Networking, manpower, training, UAT and Go Live for first 50 Centers.	First 60 days from the date of signing the contract agreement.
2	Contact Centre Setup with Supplies, Installation and Integration of all hardware and system software, Networking, manpower, training, UAT and Go Live for rest 50 Centers.	Next 30 days

## **Section VII —Appendices**

### **Annexure – I**

#### **100 CENTERS OF TENTATIVE DIGITAL DISPENSARIES TO BE SETUP ACROSS THE STATE OF JHARKHAND**

<b>SI. No.</b>	<b>District Name</b>	<b>Name of the facility</b>	<b>Facility Type</b>	<b>District Total</b>	<b>No of PHC</b>
1	Bokaro	Tello	PHC		
2	Bokaro	Pindrajora	PHC		
3	Bokaro	Koria	PHC		
4	Bokaro	Sarham	PHC	Bokaro	4
5	Chatra	Jon (Hunterganj)	PHC		
6	Chatra	Gidhaur	PHC	Chatra	2
7	Deoghar	Margomunda	PHC		
8	Deoghar	Jagdishpur	PHC		
9	Deoghar	Govindpur	PHC		
10	Deoghar	Kushmil	PHC		
11	Deoghar	Budhai	PHC		
12	Deoghar	Baghmara (Deoghar)	PHC	Deoghar	6
13	Dhanbad	Pardhankhanta,	Baliyapur PHC		
14	Dhanbad	Ambona	PHC		
15	Dhanbad	Jaipur	PHC		
16	Dhanbad	Madanpur	PHC	Dhanbad	4
17	Dumka	Haripur (Jarmundi)	PHC		
18	Dumka	Baraplasi (Jama)	PHC		
19	Dumka	Rajbandh (Shikanipara)	PHC		
20	Dumka	Tarni (Gopikander)	PHC		

21	Dumka	Karbindha	PHC		
22	Dumka	Gamhariya	PHC		
23	Dumka	Dado	PHC		
24	Dumka	Aasanbani	PHC		
25	Dumka	Baskuli	PHC		
26	Dumka	Hasdiha (Sarayahat)	PHC		
27	Dumka	Amjora (Raneshwar)	PHC	Dumka	11
28	East Singhbhum	Ramchandrapur	PHC		
29	East Singhbhum	Sindurgora	PHC		
30	East Singhbhum	Karaduba	PHC		
31	East Singhbhum	Belajuri	PHC		
32	East Singhbhum	Maanpur	PHC		
33	East Singhbhum	Haldipokhar	PHC	East Singhbhum	6
34	Garhwa	Karaikala		PHC	
35	Garhwa	Danda		PHC	
36	Garhwa	Atka		PHC	
37	Garhwa	Garbandh		PHC	
38	Garhwa	Halibanta	PHC	Garhwa	5
39	Giridih	Bhandro (Dumri)		PHC	
40	Giridih	KhambraBanpura	(Bagodar) PHC		
41	Giridih	Nawdiha		PHC	
42	Giridih	Sibudih (Jamua)	PHC	Giridih	4
43	Godda	Parasa	PHC		
44	Godda	Singhari		PHC	
45	Godda	Rajabhitha	PHC		
46	Godda	Kasawa	PHC		
47	Godda	Damruhat	(Sundarpahari) PHC	Godda	5
48	Gumla	Kureg	PHC		
49	Gumla	Bahima	PHC	Gumla	2
50	Hazaribagh	Tatijhariya	(Hazaribagh) PHC		
51	Hazaribagh	Bankaro	PHC		
52	Hazaribagh	Badam	PHC		
53	Hazaribagh	Gauriyakarma	PHC	Hazaribagh	4
54	Jamtara	Karmatanr	PHC		
55	Jamtara	Ladna (Jamtara)	PHC		
56	Jamtara	Pakbar (Nala)	PHC	Jamtara	3
57	Khunti	Govindpur	PHC		
58	Khunti	Maranghada	PHC	Khunti	2
59	Koderma	Purnadih	PHC		
60	Koderma	Pathaldiha	PHC		
61	Koderma	Jhumaritilaya	PHC	Koderma	3
62	Latehar	Loharsi	PHC		
63	Latehar	Betla	PHC	Latehar	2
64	Lohardaga	Jowang	PHC		
65	Lohardaga	-Ugra	PHC	Lohardaga	2
66	Pakur	Dangapara (Hiranpur)	PHC		
67	Pakur	Dharampur	PHC	Pakur	2

68	Palamu	Brodari (Palamu)	PHC		
69	Palamu	Haidarnagar	PHC		
70	Palamu	Begampura	PHC		
71	Palamu	Babandih		PHC	
72	Palamu	Pandu	PHC	Palamu	5
73	Ramgarh	Chaingada	PHC		
74	Ramgarh	Chitarpur	PHC	Ramgarh	2
75	Ranchi	Gurugai (Thakurgoan)	PHC		
76	Ranchi	Murupirhi (Burm)	PHC		
77	Ranchi	Itki (Ranchi)	PHC		
78	Ranchi	Khalari	PHC		
79	Ranchi	Pithoria	PHC		
80	Ranchi	Nagari	PHC		
81	Ranchi		Central Jail Hotwar		
82	Ranchi	MacluskiGanj	PHC		
83	Ranchi	Rahe	PHC	Ranchi	9
84	Sahebganj	Kotatpokhar	PHC		
85	Sahebganj	Barbandh	PHC		
86	Sahebganj	Mirzachauki (Mandro)	PHC		
87	Sahebganj	Phulbhanga (Barhet)	PHC		
88	Sahebganj	Tinpahar	PHC	Sahebganj	5
89	Saraikele	Mangodih	PHC		
90	Saraikele	Tiruldih	PHC		
91	Saraikele	Raghunathpur (Nimdih)	PHC		
92	Saraikele	Govindpur	PHC		
93	Saraikele	Hudu	PHC	Saraikele	5
94	Simdega	Salgaposh	PHC		
95	Simdega	Sewai	PHC		
96	Simdega	Lachragarh	PHC	Simdega	3
97	West Singhbhum	Hathia	PHC		
98	West Singhbhum	Gorabandh	PHC		
99	West Singhbhum	Kharimati	PHC		
100	West Singhbhum	Tonto Gram	PHC	West Singhbhum	4

## Annexure –II

### LIST OF EQUIPMENT, INSTRUMENT, FURNITURE & FIXTURES FOR EACH CENTRE

Item No.	Description of works	Unit	Spec.	QTY
1.10	Video Conferencing Terminal			
1.11	Telemedicine Solution with real time video conferencing, e-Prescription, Electronic Medical Records with Medical	Device Data Integration and monitoring. PCs	License to be provided for the project period	1
1.12	CPU with Monitor	PCs	Intel Core i3 or equivalent, RAM 4 GB	1
1.13	Web camera	PCs	Full HD, auto focus, auto light correction	1
1.14	Headphone with microphone	Pcs	Wired over-ear stereo headset with mic	1
1.15	Printer	PCs	Laser printer (BW)	1
1.16	Cartridge	Pcs	Black & white toners	1
1.17	Mouse	PCs	Optical mouse	1
1.18	USB Hub	Pcs	High speed 4 port 2.0 or above	1
1.19	X-Ray! CT Film Scanner! Uploader or	equivalent PCs	Remote Viewing by the Doctors	1
1.20	Digital Stethoscope	PCs	Remote Audio by the Doctors	1
1.21	Digital ECG	PCs	12 led 3 Channel with remote viewing by the Doctor	1
1.22	Digital Fetal Doppler	PCs	Remote audio by the Doctor	1
1.23	Digital Thermometer	Pcs	Standard	1
1.24	Digital sPO2 with heartrate	PCs	Standard	1
1.25	Digital NiBP	PCs	Standard	1
All the equipments ! functionality must be integrated into one telemedicine solution				
2.10	Medical equipment			
2.11	Nebulizer	PCs	Compressor nebulizer	1
2.12	Baby Weighing Machine	PCs	Standard	1
2.13	Baby Measuring Scale	PCs	Standard	1

2.14	Weight Machine	PCs	Analog! Digital weighing scale	1
2.15	Height Measure	PCs	Staturemeter(rollupmodel)	1
2.16	NeedleCutter	Pcs	Electricalsyringe&needledestroyer	1
2.17	MiniSterlizer	PCs	Electricinstrumentsterilizer	1
2.18	AdsonForcep	PCs		1
2.19	MayoScissorctraight	PCs	6.5inches	1
2.20	DressingScissnr	PCs	straight1*2teeth6inches	1
2.21	ListerBandageScissor	PCs	7inches	1
2.22	Suture Cutting Heath Scissor	PCs		1
2.23	Sponge Holding Forcep	PCs	10 inches	1
2.24	Serrated Dressing Forcep	PCs	10 inches	2
2.25	Dressing Forcep	PCs		1
2.26	Lotion Bowl	PCs	3 inches	2
2.27	SS Kidney Tray	PCs	8 inches	1
<b>3.1 Pathology</b>				
3.1.1	Blood sugar monitor	PCs	Standard	1
3.1.2	Typhi dot strips	PCs	Card based test	100
3.1.3	Malaria kits	PCs	Card based test	100
3.1.4	Dengue kit	PCs	Card based test	100
3.1.5	Pregnancy kits	PCs	Card based test	100
3.2	Urine kits (10 para)	Pcs	Card based test	100
3.2.1	Blood glucose strip	PCs	Card based test	200
<b>4.10 Furniture &amp; Fixtures</b>				
4.11	Computer Table Large (Standard)	PCs	Customized	1
4.12	Chair (Moulded Plastic)	PCs		2
4.13	Revolving stool (Steel)	PCs	Stainless steel	1
4.14	Examination Table (Standard Steel)	Pcs	Bed with mattress	1
4.15	Foot step (Steel)	Pcs	Double step	1
4.16	Bed side screen (Steel Frame)	PCs	3 panels	1
4.17	Pharmacy Counter-(Standard)	PCs	Customized	1
4.18	Medicine Shelves (Steel)	PCs	Racks for 80 sq. ft	2
4.19	Utility trolley (Steel)	Pcs	Two shelves	1
4.20	Wall Racks (Steel)	PCs	Racks	1
4.21	Pathology work bench (Standard)	PCs	Customized	1
4.22	Biomedical waste bins (Standard)	Pcs	Standard	3
4.23	Electrification, Fire safty		Wiring, casing, fan, CFLs, etc	Lumpsum
<b>5.10 Power solution</b>				
5.11	UPS / Inverter / Hybrid Solar inverter 4	PCs	hours Backup 3 KVA	1
5.12	Earthing		Less than 2 Ohms resistance	
<b>6.10 Internet solution</b>				
7.11	Interne Solution (OFC/ DSL / WLL / Wifi / Wimax / 3G or 4G / LTE / CDMA as		possible) 2 Mbps bandwidth	1



### Annexure-III

#### List of Generic Medicines for Digital Dispensary

Category	Generic
	<b>Pain &amp; Fever</b>
Analgesic	Paracetamol 500mg Tablet
	Aceclofenac 100mg
Analgesic gel	Diclofenac sodium 1 % w/w, Methylsalicylate 10% w/w, Menthol 5 % gel
Common cold	Paracetamol 500 mg Levocetirizine 10mg Montileucast 10mg
	<b>Acid Peptic Disorders</b>
Antacid	Aluminium Hydroxide 250 mg, Magnesium Hydroxide 250 mg, Dimethicone 50 mg
Antispasmodic	Drotaverine 80 mg + Paracetamol 500mg Tablet
	Omeprazole 20 Mg + Domperidone 10 Mg Capsule
	PPI
Antiemetic	Dompridone 10 Mg Tablet
Antiulcerant	
	Digestive Enzyme
	Fungal diastase 100mg + Pepsin 60mg, activated charcoal 75mg tab
	<b>Constipation</b>
Laxative tablet	Bisacodyl 5 Mg Tablet
	Bisacodyl Syrup 100 ml
	<b>Antidiarrheals</b>
Antidiarrheals	Metronidazole 400 Mg Tablet
	Ofloxacin 200mg + Ornidazole 500mg
Electrolytes	ORS
	<b>Anti Biotic</b>
	Penicillins
	Amoxycillin 250 mg + Cloxacilin 250 mg capsule

Macrolides	Azithromycin 250 Mg Tablet
	Azithromycin-500 Mg
Cephalosporin	
	Cepodoxime 200mg + Ofloxacin 200mg tablet
	-
	Cephalosporin
	Doxycycline 100mg Tablet
Quinolones	Ciprofloxacin 500 Mg Tablet

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## Telemedicine System

Request for Proposal

	<b>Anti Fungal</b>
	Fluconazole 150 Mg Tablet & ointment
	Terbinafine 250mg & ointment
	<b>Worm Infestation</b>
	Albendazole-400 Tablet
	<b>Anti Hypertensive</b>
CCB	S-Amlodipine 5 Mg Tablet
CCB + Beta blocker	Telmisartan 20mg
	Frusemide tablet 40 mg
	<b>Antidiabetic Drugs</b>
	Metformin 500mg Tablet
	Glimipride 1mg + Metformin 500mg Tablet
	<b>Eye Drops</b>
	Chloramphenicol 1% eye drop
	<b>Antiallergic</b>
	Levocetirizine 5mg Tablet
	<b>Cough Syrup</b>
Expectorant	Terbutaline 1.25 Mg + Bromhexine 2 Mg + Guaiphenesin 50 Mg + Menthol 0.5 Mg Syrup
	<b>Vitamins</b>
	Multivitamin + Multimineral cap
	Calcium 500 mg with Vit D3
	Elemental Iron 100mg + Folic acid 1.5mg Tablet
	Vit A Capsule 200000 IU
	<b>Anti Malarial</b>
	Chloroquine 500 Mg Tablet
	Other medicines available with NVBDCP
Antiscabies Lotion	Clotrimazole Lotion 1%
	Gamabenzinehexachloride 1% w/v + cetrimide 0.1% w/v
Antifungal skin cream	Clotrimazole 1%
Bacteriocidal cream	FramycetinSulphate cream

	<b>Pediatric range</b>
	Albendazole Oral Susp
	Azithromycin 100 Susp

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**Telemedicine System**

Request for Proposal

	Amoxicillin + PotasiumClavulanate Oral Susp
	Levocetirizine syrup
	Dicyclomine drop
	Metronidazole Syrup
	Ondansetron Oral Solution
	Paracetamol 125Mg Syrup
	Multivitamin Syrup & Drops
	<b>Respiratory Distress</b>
	Salbutamol sulphate 0.1% (5 mg/2.5 ml-) Syrup
	Povidone Iodine 5% solution - 2 litre
	Folic Acid 5 mg + Doxylamine Succinate 10 mg + Pyridoxine HCl 10 mg

## Annexure – IV

### Form of Contract Agreement

THIS CONTRACT AGREEMENT ("MOU") is made and entered into this \_\_\_\_day of \_\_\_\_\_ 2017,  
by and between:

1. Mission Director (NHM), Department of Health & Family Welfare, Government of Jharkhand State RCH office, G. V. I. Campus, Namkum, Ranchi- 834010, Jharkhand, represented by the Managing Director, (NHM), Department of Health & Family Welfare, Government of Jharkhand State RCH office, Jharkhand, India (hereinafter referred to as " Mission Director (NHM)" which expression shall, unless repugnant to the context thereof, include its successors and assigns) of the FIRST PARTY;

**AND**

2. \_\_\_\_\_, a company registered under the Companies Act, 1956, having its \_\_\_\_\_ registered office at \_\_\_\_\_, \_\_\_\_\_, duly represented by \_\_\_\_\_ hereinafter referred to as "**Service Provider**" which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors in interest and permitted assigns) of the SECOND PARTY.

(Mission Director (NHM) and Bidder are hereinafter individually referred to as a **Party**' and collectively referred to as **Parties**'.)

WHEREAS:

A. Mission Director (NHM), Department of Health & Family Welfare, Government of Jharkhand State RCH office, G. V. I. Campus, Namkum, Ranchi- 834010, Jharkhand, represented by the Managing Director, (NHM), Department of Health & Family Welfare, Government of Jharkhand State RCH office, Jharkhand, India, published a Notice Inviting Tender (NIT) for implementing and running 100 Digital Dispensary Units including video-consultation, medication dispensing and pathology across the state of Jharkhand.

B. Service Provider .....<<description of the Selected Bidder>>.

C. Service Provider has been selected by the office of the Mission Director (NHM) and issued a Letter of Intent (LOI), vide its letter no \_\_\_\_\_ dated \_\_\_\_\_ for setting up and running 100 Digital Dispensary units including video consultation, medication dispensing and pathology across the state of Jharkhand.

D. Mission Director (NHM) and Bidder are therefore entering into this MoU which would contain the terms

and conditions of the said project and roles and obligations of each Party.

**NOW THE PARTIES MUTUALLY AGREE UPON THE FOLLOWING TERMS AND CONDITIONS:**

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**1. OBJECTIVES**

The main objectives of this MoU are as follows:

2. To establish and run 100 Digital Dispensary units, free of cost for the general public including video consultation, medication dispensing and pathology across the state of Jharkhand.
3. To ensure primary healthcare access to persons living in medically underserved areas, using a standardized technology platform.
4. To provide minimum set of investigations to ensure prompt diagnosis. This will include malaria detection, haemoglobin, blood sugar, BP, urine analysis, ECG, sP02, pregnancy detection.
5. To create linkages with existing secondary & tertiary healthcare facilities nearby including District Hospital etc.
6. To replicate this model in other locations of the district, if found to be successful. The programme will be implemented in five locations with a mutual understanding between MD and Bidder initially. After the successful implementation of the project it may be replicated across the district.
7. To set up and run Telemedicine System called hereinafter Digital Dispensaries covers about 15,000 people each at centers identified by Government. It has been proposed that in every three panchayats one Digital Dispensary shall be set-up and run. Each dispensary should be linked through telemedicine system and created referral systems of public and private healthcare facilities available.
8. 6x6 (10.00 AM to 4.00 PM, Monday to Saturday) Tele-Consultation, available in three languages, viz. Hindi, English and regional languages prevalent at State of Jharkhand, as per understanding of patients.
9. Ensuring Universal Healthcare Access with a target of serving on average at least 90% of population of catchment area.
10. Providing minimum set of investigations within the same area to ensure prompt diagnosis.
11. Creating linkages/network with existing Primary Health Centers (PHC) and Doctors' node (Doctors' centre) set up by the vendor at secondary & tertiary levels or medical colleges/ district hospitals of state, if required.

**2.Scope of Work**

The obligations of the Service provider /firms under this service contract shall include following service activities and commitments:

100 centers comprising of Telemedicine including Video consultation, medication dispensing and Pathology will be set up in room of an area of minimum 300 sq. ft. The 300 Sq. ft. room, electricity and water supply will be provided by the authority.

Each such centre will have -

- All in one computer with camera and headphone
- Laptop
- Printer
- Software solution License for Videoconferencing with Clinical Decision Support System
- Internet Broadband connectivity (Wireless / Wired)
- Power Solution comprising of an inverter with batteries and a small DG genset for backup if necessary
- Multipara monitor with ECG, sP02, Pulse Rate & NIBP or equivalent solutions
- Mini Lab with Malaria, Hemoglobin, Blood Sugar & Urineanalysis facility. Lab collection facility for other tests could be added later.
- The Unit stocked with 150 high end generics based on disease load
- Furniture & Fixtures including Medicine Shelves, Counters, Computer Tables, Chairs, Fan, Lights etc.
- Painting & Branding
- Patient engagement facilities (bed, scopes, etc.)
- Manpower comprising of at least one trained Nurse or Nursing Assistant (Xli pass) for the telemedicine side and one paramedic or pharmacy Aid (XII pass), one pathology assistant (XII pass). These centers should deliver primary care through virtual OPD with tests and medications to people.
- Details of the equipments & fixtures are mentioned in Annexure II
  - Providing health guidance/advice on most commonly prevalent conditions & diseases,
  - Linkage with all emergency response services such as 108 ambulance services
  - Provide a central reporting facility at headquarters for the people and health care providers during any emergencies such as occurrence of epidemics / disasters
  - Create area wise disease / problem based analytical report on monthly basis based on data base. Prepare and submit disease / problem based schematic maps for districts/groups of districts based on IT on monthly / quarterly / annual basis.
  - Service provider/bidder shall also ensure at its own cost, an IT-enabled centralized Tele-health Dashboard, which should be web-based accessed through user id and password, for viewing the services provided at Patients and Doctors Centers with a provision of viewing all the nodes simultaneously to evaluate the services provided to patients. This should also give the status of functioning of all centers on real time, number of patients visited, types of diseases identified, medicines prescribed, Online data Report of daily transactions (Consultation)-Centre wise.
  - The human resources shall be the sole responsibility of the service provider/bidder. The Manpower

may include Doctors: MBBS doctors with registration in Allopathic system, Specialist (MD/ DNB/ equivalent) and other staff as stated. The successful bidder shall submit to the client/NHM the certified copy of certificates and credentials of all human resources before commencement of any centre. All human resources should be trained and retrained at regular intervals.

- As per Indian Medical Council (Professional conduct, Etiquette and Ethics) Regulations, 2002 (Code of Ethics Regulations, 2002)
- Specific protocols in place to ensure that the consent of the patient is taken at every stage of the procedure. Physicians/ Doctors are obliged to protect the confidentiality of patients during all stages of the procedure and with regard to all aspects of the information provided by the patient to the doctor, including information relating to their personal and domestic lives. The only exception to this mandate of confidentiality is if the law requires the revelation of certain information, or if there is a serious and identifiable risk to a specific person and / or community of a notifiable disease. As per IT and Aadhaar act, no report will be prepared with patients' demographic details i.e. phone no and Aadhaar ID. Necessary training to the staff involved on Telemedicine software and ensuring the Confidentiality of the patients.
- Service provider shall provide uninterrupted internet connectivity and Power supply. 4 Hour Power back up at centers shall be provided through UPS / other means of minimum 3 KVA power.
- Retention of Medical Records: Medical records of patients cannot be accessed by anyone except the doctor treating that particular patient or consulting on the case. The patient is informed whenever his records are disclosed even to doctors. All records related to the digital dispensary at Level-1 and Level-2 should be handed over to NHM, Jharkhand after completion of the contract. Dispensing of Generic Medicine as per e-Prescription should be done on real time basis in the computer system so that report on medicine consumed may be generated. e-prescription of the patient should include his/her details, the name of the consulting doctor, medicines prescribed and schedule of intake along with registered ID.
- Generation of Electronic Medical Record (EMR) online with video consultation file: The EMR is to be stored till the completion of the project and all the records should be handed over to NHM, Jharkhand after the completion of the project. EHR is to be recorded as per the EHR Standard 2016 notified by the GoI.

### **3. ROLES AND RESPONSIBILITIES OF THE PARTIES FOR EXECUTION OF THE PROJECT**

3.1 Roles and responsibilities of Mission Director, NHM for implementation of the Project would be as follows:

- a) Mission Director, NHM would allocate 300 Sq. Ft. room in each location within 15 days from signing of this MoU.
- b) Mission Director, NHM would provide all reasonable support and assistance to Bidder in setting up and

running 100 Digital Dispensary units including video consultation, medication dispensing and pathology across the state of Jharkhand.

c) Mission Director, NHM would provide the financial support (capital and operational cost as specified in Annexure –VII) to set-up and run 100 Digital Dispensary units including video consultation, medication dispensing and pathology across the state of Jharkhand for a three-year period. At the end of three years, Mission Director, NHM would review and extend the project implementation, based on satisfactory performance.

d) Mission Director, NHM would provide all assistance in building capacity of Bidder with regard to awareness about various government schemes related to health, maintenance of data/records in the prescribed formats, standard operation procedures etc.

e) Promote public awareness about the affordable healthcare services through various district agencies and departments.

f) Set up appropriate committees at district level as deemed fit to meet periodically & make recommendations to facilitate effective functioning of the project.

3.2 Roles and responsibilities of Bidder, for implementation of the Project would be as follows:

a) Bidder would establish and run 100 Digital Dispensary units including video consultation, medication dispensing and pathology across the state of Jharkhand.

b) Bidder would provide the following items in each such centre -

- All in one computer with camera and headphone
- Laptop
- Printer
- Telemedicine Solution including Videoconferencing with Clinical Decision Support System, e-Prescription, Electronic Medical Records, Reporting and Analytics on a real time basis. Clinical Decision Support System means a system that is capable of supporting preferential diagnosis, recommending and interpreting investigation, recommending protocols and integrating pharmacopeia with drugs safety check
- Internet Broadband connectivity (Wireless / Wired) sufficient for videoconferencing. • Power Solution comprising of an inverter / UPS with batteries
- X-ray! CT Scan film scanning and uploading facility / Solution
- Multipara monitor with ECG, sP02, Pulse Rate & NiBP or equivalent solutions with remote viewing facility for the doctors
- Mini Lab with Malaria, Hemoglobin, Blood Sugar & Urinalysis facility, HIV, Dengue, Lipid Profile, Pregnancy tests. For other biochemical tests either Biochemistry analyser facility needs to be setup or sample collection facility to be made available.
- The Unit stocked with 110 high end generics based on disease load
- Furniture & Fixtures including Medicine Shelves, Counters, Computer Tables, Chairs, Fan, Lights etc.
- Painting & Branding



- Manpower comprising of at least one trained Nurse or Nursing Assistant (XII pass) for the telemedicine side and one paramedic or pharmacy Aid (XII pass), one pathology assistant (XII pass). These centers should deliver primary care through virtual OPD with tests and medications to people.
- c) Bidder would maintain patient information on in a standard format (to be finalized in consultation with the department) and whenever required by the department, Bidder would provide the same.
- d) Bidder would maintain and submit all data/reports etc. as mandated by government under various schemes and programs, in the prescribed formats.

#### **4. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other as follows: it has all requisite power and authority to execute this MoU and to perform its obligations hereunder; the execution, delivery and performance of this MoU by such Party have been duly authorized by all necessary corporate action on the part of such Party; this MoU constitutes the binding, legal action of such Party, enforceable against it in accordance with its terms; the execution, delivery and performance of this MoU will not contravene any provision, or constitute a default under, any indenture, mortgage or other agreement by which such Party is bound, or any order of any court, commission or governmental agency having jurisdiction; and there is no litigation pending or, to the best of its knowledge, threatened to which it or its shareholders are a Party that materially affects it or the Project.

#### **5. PAYMENT TERMS**

The assistance may be released by Managing Director to Bidder in instalments, as under:

1. Capital Expenditure: 60% of Capital Cost will be released within 15 working days from date of signing of the agreement and submission of procurement plan. Rest 40% will be released within 15 working days from the completion of the installation in respective locations.
2. Fixed cost per month: At the end of each month upon submission of invoice, the payment will be made within 15 days from the receipt of the invoice.
3. Operational Cost: At the end of each month upon submission of invoice, the payment will be made within 25 days from the receipt of the invoice after verification.

#### **6. TERM AND TERMINATION**

6.1 This MoU shall remain valid for a period of three (3) years from the date of execution of this MoU, unless mutually extended by the Parties for such further term as may be agreed between the Parties. However, this MoU and all the provisions hereof, shall automatically be terminated on the date ' the occurrence of the earlier of any one of the following events:

Any Party is declared as insolvent by a court of competent jurisdiction;

ii) The Parties mutually agreeing to terminate the MOU for any reason whatsoever

6.2 This MoU may be terminated by the Mission Director (NHM) by providing a minimum notice period of 2 months to Bidder for any material breach of contract after resolution of dispute by mutual consultation under article 8 of the MOU.

6.3 This MoU may be terminated by Bidder by providing a minimum notice period of 2 months to Mission Director (NHM) for any material breach of contract after resolution of dispute by mutual consultation under article 8 of the MOU.

6.4 Upon termination of this MoU, Bidder shall remove their personnel and stop the services in said centre / units. However, if the payment for such units have not been made by the Mission Director (NHM), the bidder shall have right to remove all equipments and retain to right to recover all its expenses from the Mission Director (NHM). Upon termination, this MoU shall be of no further force or effect, and no Party shall have any obligation for performance of this MoU or any of its terms, except for 'Confidentiality clause', which shall survive the termination of this MoU.

## **7. MISCELLANEOUS COVENANTS OF THE PARTIES**

7.1 In case Bidder decides to lease/sub-contract the work assignment to a third party in order to execute a specific Project contract, Bidder shall take prior written consent from Mission Director (NHM) before awarding the contract to the third party.

7.2 Both parties agree to maintain confidentiality of this MoU and shall not divulge such information to any third party under any circumstances whatsoever. Both the Parties shall seek the prior consent of the other before using each other's names, material, logo or making press or media announcements pertaining to the Project or joint alliance.

7.3 This MoU only records the principle accepted by the Parties for future agreement/s and does not in any way create binding obligations on the parties.

7.4 The rights and obligations of the Parties under this Agreement may not be sold, assigned or otherwise transferred without the consent of the each other.

## **8. DISPUTE RESOLUTION AND JURISDICTION**

8.1 In event of any dispute arising out of interpretation of any of the terms and conditions of this MoU or on breach or intended breach by any of the parties, the parties shall bring the said reasons to the notice of each other, and shall amicably try to settle any such issues within 30 days, failing which the aggrieved party shall have the option of seeking a recourse through an arbitral reference which would be addressed in the manner given below.

8.2 In case of disputes that cannot be settled amicably through negotiation between the parties, the concerned parties shall refer the dispute to the sole arbitrator mutually agreed by both the parties in accordance with Arbitration and Conciliation Act, 1996. The award of the arbitrator will be final and binding on both the parties. The place of arbitration will be at Ranchi. The language to be used in the arbitration proceeding shall be in English.

8.3 This MOU will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Ranchi courts.

## **9. GOVERNING LAW**

This MoU shall be governed by and construed in accordance with the laws of India.

**10. COORDINATORS**

Both the parties will designate authorized persons who will have responsibility for co-ordination and implementation of the MoU.

**11. MODIFICATION**

Modification of the terms and conditions of this MOU, including any modification of the scope of the Services, may only be made by written agreement between both the Parties. No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

**12. FORCE MAJEURE**

a) Notwithstanding the provisions of Termination for Default and Penalty clauses, the service provider shall not be liable for forfeiture of its Security Deposit, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.

b) Force majeure shall mean and be limited to the following: War / hostilities / Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.

c) The service provider shall advise the Department by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such force majeure conditions. In the event of the delay lasting for over two months, if arising out of causes of force majeure, the Department reserves the right to cancel the order.

d) The completion period may be extended in circumstances relating to force majeure by the Department. The bidder shall not claim any further extension for the completion of work. The Department shall not be liable to pay extra costs under any conditions.

e) The bidder shall categorically specify the extent of force majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the bidder shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the bidder without being subject to price reduction for delayed delivery, as stated elsewhere.

f) It will be prerogative of the Department to take the decision on force majeure conditions and the Department's decision will be binding on the bidder.

**13. NOTICE**

Any notice or other communication required or permitted to be given between the Parties hereto shall be in writing and duly addressed to the concerned Parties at their respective addresses specified below (or to such other address may have been notified in writing) by courier or by registered post acknowledgement due. The notice or other communication may also be given via facsimile transmission at the numbers specified below,

provided the sender retains a copy of the confirmation of transmission.

**FIRST PARTY:**

Mission Director (NHM)  
Department of Health & Family Welfare  
Government of Jharkhand State RCH office  
G. V. I. Campus, Namkum, Ranchi- 834010, Jharkhand  
Tele Off: 0651-2261000/1,2 Fax No: 0651-2261856  
[E-Mail: nhmjharkhand2016@gmail.com](mailto:nhmjharkhand2016@gmail.com)

**SECOND PARTY:**

Bidder Name, Designation and address

\_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

**14. LIMITATION OF LIABILITY**

The Parties agree that in no event, whether as a result of breach of contract, tort (including negligence or strict liability), warranty, indemnity, or otherwise, shall either Party be liable to the other party for special, indirect, or consequential damages of any nature whatsoever, including, loss of profits or revenue for any act of omission or commission in terms of this MoU.

**15. AUDIT AND ACCOUNTING**

Each Digital Dispensary will be treated as an independent and separate entity for accounting purposes. On a monthly basis, invoice will be raised by Bidder for the operational expenditure and payment to be made by MD within 7 working days from the receipt of the invoice.

The State Government reserves its rights to get a specialist Audit conducted of the accounts of the Digital Dispensary after giving at least 30 days notice to the Agency. Further, Auditor General of Jharkhand, can as per their discretion, conduct an audit of the accounts of the Digital Dispensary.

**16. SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this MoU shall not affect the validity of enforceability of its other provisions. If for any reason whatsoever any provision of this agreement is declared by any court of competent jurisdiction to be, invalid, illegal or unenforceable, then this agreement will be interpreted in such a manner as to give the fullest effect possible to the provisions hereof without causing such invalidity, illegality or unenforceability.

**17. INDEMNITY**

Each of the party hereby agrees that they will defend and hold the other parties harmless from and against any

and all claims, liability, loss, damage, costs and expenses (including reasonable legal fees) incurred or suffered by them till the completion of Project in respect of:

- i) Any bodily injury, sickness, disease or death, of any person whatsoever; or
- ii) Damage to or loss of any physical property, real or personal of third parties. On receipt of any notice of any claim from any third party, which would entitle any party ("**Indemnified Party**") to claim indemnification from the other party ("**Indemnifying Party**"), the Indemnified Party shall within a reasonable time provide a written notice of the same to the Indemnifying Party along with all the documents available with it in respect of the said claim specifying in detail the claim, the amount claimed by the third party, the date on which the claim arose and the nature of the default to which such item is related (including a reference to the applicable provision of this Agreement). The Indemnifying Party shall be entitled to but not obliged to participate in and control the defense of any such suit, action or proceeding at its own expense or direct the Indemnified Party to defend such claim, at the cost of the Indemnifying Party. If the Indemnifying Party elects to control the defense of any such suit, action or proceeding, the Indemnified Party shall render all necessary assistance including grant of access to premises and personnel and to relevant documents and records that it possesses or controls to the extent required by the relevant adjudicatory authorities or is necessary for the purposes of investigating the matter and enabling the Indemnifying Party to take the action referred to in this clause. The Indemnifying Party may also request the Indemnified Party, at the cost of the Indemnifying Party to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against the third party the Indemnifying Party's rights in relation to the matter and in connection with proceedings related to the matter or use reputable advisers and lawyers chosen by the Indemnifying Party. The Indemnified Party shall not settle any such suit, action or proceeding without the prior written consent of the Indemnifying Party.

## **18. ANTI CORRUPTION**

The Parties agree and acknowledge that throughout the duration of this MoU, the parties shall not directly or indirectly, whether in the public or the private sector, regardless where the services are rendered (i) offer, promise or give a bribe to anyone or demand for or take a bribe from anyone, (ii) utilize other techniques, such as subcontracts, purchase orders or consulting agreements to channel any payments or other payments, funds or anything of value to Government, public or political party officials or to employees, managers or directors or other individuals with a conflict or interest with either of the Parties, the customer or any other party involved in the Project, or to their relatives, family members or business associates, with the intention to reward, influence or induce the referred employee, manager, director or other individual to use his or her influence to assist in obtaining or retaining business or securing any improper advantage, (iii) undertake any action that could constitute money laundering or extortion, and/or (iv) violate any applicable laws prohibiting bribery, money laundering and extortion and comply with all requirement of any applicable global conventions in this regard.

## **19. RELATIONSHIP**

Nothing in this MoU is intended or shall constitute either of the Parties an agent of the other or allow either of the Parties to incur on behalf of or create any liabilities in the name of the other party.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

<p><b>For MISSION DIRECTOR (NHM), DEPARTMENT OF HEALTH &amp; FAMILY WELFARE, GOVERNMENT OF JHARKHAND</b></p> <p>_____</p> <p>Name: _____</p> <p>Designation: _____ Place: Ranchi</p>	<p><b>For BIDDER DETAILS</b></p> <p>_____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Place: Ranchi</p> <p>Date: _____</p>
--	--

<p>Date: _____</p> <p><b>Witnesses:</b></p> <p>1. _____</p> <p>2. _____</p>	<p><b>Witnesses:</b></p> <p>1. _____</p> <p>2. _____</p>
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**Annexure-V**

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To \_\_\_\_\_  
 \_\_\_\_\_

(Name & address of the Contract awarding authority)

WHEREAS.....(name and address of the agency) (here in after called "the service provider") has undertaking, in pursuance of contact no.....dated to .....(description of goods and services) (here in after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligation in accordance with the contract. AND WHEREAS we have agreed to give

the service provider such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the service provider, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the .....day of .....20.....We the .....Branch .....undertake not to revoke the guarantee during its currency expect with the previous consent of the (Name of the contract award authority) in writing. We the ..... Branch ..... further agree that a mere demand by (Name of the contract award authority), is sufficient for us ..... Branch at Ranchi to pay the amount covered by the Bank Guarantee without reference to the service provider and any protest by said service provider cannot be a valid ground for us .....Branch to decline payment to the (Name of the contract award authority)

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

Seal, name & address of the Banks and address of the Branch

## **Annexure - VI**

### **BID Letter (Technical Bid)**

To

Date: \_\_\_\_\_

Mission Director (NHM)  
Department of Health & Family Welfare  
Government of Jharkhand State, RCH office  
G. V. I. Campus, Namkum, Ranchi- 834010, Jharkhand

**Subject: SUBMISSION OF TECHNICAL PROPOSAL/BID for Setting up, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers for the State of Jharkhand for the period of five (05) years**

Sir/Madam,

We, the undersigned Vendor / Bidder, having read and examined in detail the specifications / requirements and all the bidding documents do propose to provide the Supplies and Services as specified in the tender document (RFP).

All the prices mentioned in our proposal/bid are in accordance with the terms as specified in bidding

documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 days from the closing date fixed for the submission of bids as stipulated in the REQUEST FOR PROPOSAL.

We are an Indian Firm and do hereby confirm that our Bid prices are inclusive of GST. No revision of rate will be requested later for any reason.

We have carefully read and understood the terms and conditions and requirements of the contract applicable to the tender and we do hereby undertake Supplies and Services as per these terms and conditions.

We declare that our prices are as per the technical specifications and bid documents. These prices are indicated in the Financial Proposal/Bid.

We do hereby undertake that, in the event of acceptance of our bid/proposal, the Supplies and Services shall be completed as stipulated in the tender document.

We hereby declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of supplies and services as required under this work and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

We do confirm that we have not been blacklisted by any department / society / body / organization of central / state government.

We hereby declare that all the information and statements made in this bid/proposal are true and we accept that any misrepresentation/wrong information contained in it or /suppression of material or relevant facts/figures may lead to our disqualification.

We do understand that you are not bound to shortlist / accept any bid/proposal you receive.

We enclose herewith the complete Technical Bid/Proposal as required by you. This includes: Technical Bid/Proposal (Annexure - VI), Financial Bid/Proposal (Annexure - VII & VIII), Attached Photocopies of relevant documents and Letter of Awards to establish credential.

We do hereby undertake that until a Contract is prepared and executed, this bid/proposal together with your written acceptance thereof, the tender document and notification of award of contract/work order shall constitute a binding contract between us.

Yours truly,

Signature of Vendor/Bidder:

Name:

Designation:

Name of Vendor/Bidder:

Full Address:

Telephone:



Annexure – VII

**TECHNICAL BID -BIDDER/VENDOR PROFILE**

<b>SINo.</b>	<b>Description</b>	<b>Response</b>
1.	Name of the Company / Society! Vender! Bidder	
2.	EMD: Have you submitted the EMD for Rs _____ along with the technical bid?	Yes/No
3.	Registered Office address, Telephone Number, Fax Number, e-mail	
4.	Correspondence / contact address	
5.	Details of Contact person (Name, designation, address etc.) Telephone Number, Fax Number email	
6.	Is the firm/Vendor a registered entity? If yes, submit Documentary proof with Year and Place of establishment of the entity.	
7.	Former name of the company/Vendor, if any.	
8.	Is the firm/vendor registered for GST	
9.	PAN No.	
10.	GST No.	
11.	Total number of employees	

12.	How many years has your organization been in business under your present name? What were your fields of operation when you established your organization?											
13.	What type describes your firm/entity? (Documentary proof to be submitted).											
14.	Number of Offices / Project Locations											
15.	Location of Telemedicine Centers currently running in India (authentic duly signed documents as proof)											
16.	Audited Annual Turnover of the firm/ vendor/ Bidder for last three years from FY 2013-14 to 2015-16 or FY 2014-15 to 2016-17 (enclose report of Chartered Accountant)	<table border="1"> <thead> <tr> <th>Year (As applicable)</th> <th>Annual Turnover (in Rs. Cr.)</th> </tr> </thead> <tbody> <tr> <td>2013-14</td> <td></td> </tr> <tr> <td>2014-15</td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> </tr> <tr> <td>2016-17</td> <td></td> </tr> </tbody> </table>	Year (As applicable)	Annual Turnover (in Rs. Cr.)	2013-14		2014-15		2015-16		2016-17	
Year (As applicable)	Annual Turnover (in Rs. Cr.)											
2013-14												
2014-15												
2015-16												
2016-17												
17.	Work Experience details of similar type of projects such as running telemedicine project in India (authentic duly signed documents attached as proof)											
18.	Minimum experience in Hospital Management and/or Public Health Management in India. (authentic duly signed documents attached as proof)											

Yours truly,

Signature of Vendor/Bidder:

Name:

Designation:

Vendor/Bidder Name:

Address:

Telephone:

**Annexure – VIII**

**BID LETTER (COMMERCIAL BID)**

To

Date: \_\_\_\_\_

Mission Director (NHM)  
Department of Health & Family Welfare  
Government of Jharkhand State RCH office  
G. V. I. Campus, Namkum, Ranchi- 834010, Jharkhand

**Subject: SUBMISSION OF FINANCIAL BID/PROPOSAL FOR Setting up, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers for the State of Jharkhand for the period of five (05) years.**

Sir/Madam,

We hereby declare that we are equipped with adequate service facilities within India for delivering the offered supplies and services. We hereby undertake that, in the event of acceptance of our bid/proposal, supplies and services shall be made at the prices and rates mentioned in the attached commercial bid/proposal. In the event of acceptance of our bid/proposal, we do hereby undertake to take-up the works specified in the bid document (RFP).

We affirm that the prices quoted are inclusive of all taxes. We enclose herewith the complete Commercial Bid/Proposal as required by you through online.

We have carefully read and understood the terms and conditions and requirements of the tender document and

the conditions of the contract applicable to the tender document. We do hereby undertake to provision as per the same terms and conditions and requirements.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, , the tender document and notification of award of contract/work order, shall constitute a binding contract between us.

Yours truly,

Signature of Vendor/Bidder:

Name:

Designation:

Vendor/Bidder Name:

Address:

Telephone:

**Annexure – IX**

**BID LETTER-COMMERCIAL QUOTE**

To

Date: \_\_\_\_\_

Mission Director (NHM)  
Department of Health & Family Welfare  
Government of Jharkhand State RCH office  
G. V. I. Campus, Namkum, Ranchi- 834010, Jharkhand

**Subject: Submission of Commercial Quote for Setting up, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers for the State of Jharkhand for the period of five (05) years.**

Sir/Madam,

I on behalf of organization do hereby submit the commercial bid for Setting up, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers for the State of Jharkhand for the period of five (05) years.

Work Description	No. of Centre	Base Rate (a)	GST (b)	Total (a+b)	Grand Total ((a+b)x100)
<b>Capital Expenditure (Capex): Setting up of digital dispensary</b>	100				

<b>including Pharmacy and Pathology (Cost of equipment, instrument with five years comprehensive warranty)</b>					
<b>Operational Expenditure per month: Cost per consultation per Centre inclusive of doctor consultation, medicines and tests</b>	100				
<b>Fixed Cost per Month: Inclusive of manpower, Bandwidth and office expenditure</b>	100				

We have understood the terms and conditions, requirements, roles, responsibilities and time frame for the works stipulated in this document (REP). All prices quoted above include the complete point to point work for Setting up, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers for the State of Jharkhand for the period of five (05) years. All prices quoted above are inclusive of all taxes. Unit quoted cost per month per centre will automatically be calculated by dividing by "no of centers", i.e., 100 here.

Yours truly,

Signature of Vendor/Bidder:

Name:

Designation:

Vendor/Bidder Name:

Address:

Telephone:

Mail ID:

**Annexure – X**

**Non-Disclosure Agreement**

**To,**  
**The.....,**  
**.....**

**Subject: Confidentiality and Privacy Undertaking**

Sir/Madam,

Background:

- I. NHM, Jharkhand, Namkum, Ranchi requires the work for Setting up, Operation, implementation and maintenance of Digital Dispensary (Telemedicine System) in 100 Centers for the State of Jharkhand for the period of five (05) years through the usage of Information and Communication Technology service in the State of Jharkhand;
- II. We, <Name of the vendor>, acknowledge that will be receiving certain information that is confidential, private and proprietary in nature and it is required that such information be protected from unauthorized disclosure and use at any time during and after the work;

Undertaking

Whereas, We,<**Name of the vendor**>, a company/entity incorporated under the provisions of the Companies Act, 1956 or <**other act, applicable**> having its registered office at ....., confirm that during the current assignment/work, we, <**Name of the vendor**>, including but not limited to its directors, officers, employees, agents, consultants, contractors and representatives or others associated with us shall have access to Confidential Information (defined below) and we, <**Name of the vendor**> the undersigned hereby, agree and acknowledge:

1. That during the course of the assignment/work, we will be in receipt of certain confidential, private and proprietary information of **NHM, Jharkhand** ("Confidential Information"); the said Confidential Information shall consist but not necessarily limit to all information and materials, object code and source code relating to the JRHMS/NHM provided to **<Name of the vendor>** and includes all other information transmitted in writing, orally, visually, (e.g. video terminal display etc) or on magnetic or optical media, and including all proprietary information, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the JRHMS/NHM. It is however clarified that Confidential Information does not include the following:
  - (a) Information that is generally available to the public without any breach on our **<Name of the vendor>**, part; or
  - (b) Information which at the time of disclosure to us, **<Name of the vendor>** was known to us, **<Name of the vendor>** free of confidentiality restriction as evidenced by documentation in our, **<Name of the vendor>**'s possession; or

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## Telemedicine System

### Request for Proposal

- (c) Information which you have agreed in writing is free of such confidentiality restrictions.
2. We agree that the provisions of this undertaking shall become effective on the date as written above. However, this undertaking shall apply retrospectively to any Confidential Information that may have been disclosed in connection with the Purpose prior to the date written above.
3. **Protection of Confidential Information:** We agree that, with respect to any Confidential Information disclosed to us, **<Name of the vendor>** or to which we, **<Name of the vendor>**, have access, we, **<Name of the vendor>** shall:
  - (a) Use the Confidential Information only for accomplishment of the Purpose and in accordance with the terms and conditions contained herein;
  - (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to adhere to the confidentiality obligations undertaken hereunder, but in no event we, **<Name of the vendor>**, shall take less care than we, **<Name of the vendor>**, takes to protect the confidentiality of our own proprietary and confidential information and that of our clients;
  - (c) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of **NHM, Jharkhand** except as provided in clause 7 below; and
  - (d) Refrain from reverse engineering, decompiling or disassembling any software code disclosed to us, **<Name of the vendor>**, except as expressly permitted by applicable law.
  - (e) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between you and us, **<Name of the vendor>** or the nature of product to be provided by us, **<Name of the vendor>** to you.

#### 4. Copying or Return of Confidential Information:

- (a) We, **<Name of the vendor>**, agree that we shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished under the assignment and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

(b) We acknowledge that all samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information that were **NHM, Jharkhand** 's property shall remain NHM, Jharkhand 'S property.

(c) At any time upon request of NHM, Jharkhand or upon the conclusion of the Purpose/work/assignment, we, **<Name of the vendor>**, at our own cost, agree to return, promptly and in any event within 14 days of receipt of such request, each and every copy of Confidential Information and satisfy you that it we no longer holds any further confidential information.

**5. Onus:** We, **<Name of the vendor>**, acknowledge that we shall have the burden of proving that any disclosure or use of Confidential Information inconsistent with this undertaking falls within any of the exceptions stated herein.

## **6. Remedies**

(a) We, **<Name of the vendor>**, undertake to forthwith notify you upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this undertaking by us, **<Name of the vendor>** and our employees and affiliates and we agree to cooperate with you in every reasonable way to help you regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(b) We, **<Name of the vendor>**, acknowledge and agree that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by us, **<Name of the vendor>**, may cause immediate and irreparable harm to you. We, **<Name of the vendor>**, further acknowledge that damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by you may be impossible to calculate and remedy fully. We, **<Name of the vendor>**, agree that in the event of such a breach, JRHMS/NHM shall be entitled to specific performance of our, **<Name of the vendor>**'s obligations contained in this undertaking. We, **<Name of the vendor>**, herein undertake to indemnify, save, hold harmless and defend you and our assignees promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which you or your assignee may become subject, in so far as such Losses arise out of, in any way relate to, or result from breach of our, **<Name of the vendor>**, obligations under this undertaking.

**1. Need to Know:** We, **<Name of the vendor>**, agree to restrict disclosure of Confidential Information to our employees who have a need to know such information for accomplishment of Purpose as stated herein provided such employees have agreed to abide by the confidential undertaking as stated herein and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without your prior written approval.

**2. Intellectual Property Rights Protection:** We, **<Name of the vendor>**, acknowledge that no license to us, **<Name of the vendor>**, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right or ownership rights is either granted or implied by the conveying of Confidential Information to us **<Name of the vendor>**.

**3. No Warranty:** We, **<Name of the vendor>**, acknowledge that JRHMS/NHM website applications is Confidential Information and such applications may only be used solely with respect to the Purpose stated herein.

**4. Governing Law:** This Undertaking shall be interpreted in accordance with and governed by the substantive and procedural laws of India. In connection with this Undertaking, We, **<Name of the vendor>**, hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Ranchi, Jharkhand only.



We <Name of the vendor>, have accepted the foregoing by signing this Undertaking on ..... day of .....,2017.

## Annexure – XI

### Compliance and No Deviation Statement

There may be standard letter format for Bidder who will certify in their office letter head.

The following table may be deleted

Sl.No.	Clause	Compliance(Yes/No/NA)	Remarks
1	Section II Clause 4 and all the sub clauses for Instruction to bidders		
2	Section III, Evaluation of Tender & all the sub clauses		
3.	Section IV Job Description & all the sub clauses		
4.	Section V, Eligibility criteria		
5.	Section VI, Compliance to all the terms and conditions of the bid document		