

Request for Proposal
for
Selection of Total Service Provider
for
Implementation of Gujarat State Telemedicine System
for
Health & Family Welfare Department
Government of Gujarat
(August, 2011)
(Tender no: SW9122010006)
Bid Processing fees: Rs 5000/-



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Last date of submission of Online Bid: 12th Sept, 2011 up to 1500 hrs.

Date of opening of Technical bid: 12th Sept, 2011 at 1600 hrs.

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Chapter 1

1 INVITATION TO RFP

1.1 RFP Notice

Request for Proposal for Selection of Total Service Provider for Implementation of “Gujarat State Telemedicine System” for Health & Family Welfare Department. The vendor will have to supply, install, integrate, implement and maintain the Telemedicine system and offer Telemedicine services at a rental basis to the Commissionerate of Health.

The development of system includes analysis, design, development, testing, implementation, integration and maintenance of complete integrated IT solutions for the period of 5 years.

The vendor shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.

- I. GIL on behalf of the Commissionerate of Health invites technical and financial bids from bidders for providing Telemedicine services. The bidders, who intend to participate in this bid, are required to follow the below mentioned stages:
 1. Bid Submission
 2. Opening of Pre-Qualification and Technical Bid.
 3. Evaluation of Technical bid. (60% of Technical Score (TS))
 4. Presentation on following key points by all bidders. (20% of TS)
 - a. Understanding of Scope of Work
 - b. Approach & Methodology
 - c. Software solution Design and Architecture
 - d. Implementation Strategy
 - e. Manpower / Resource deployment
 - f. Project Plan / Timelines
 - g. Bill of Material, Network Design, etc.
 - h. Proposed Medical Equipments
 5. Live Demonstration of Functional Telemedicine model at a center deployed by the vendor previously (20% of TS).
 6. Opening of Financial bid for all qualified bidders who score minimum of 70 marks as per stages 4, 5 & 6.
 7. Evaluation of Financial Bid and marking of Financial Score (FS). The L1 bidder will have the Highest Financial Score (FS)
 8. Calculation of Total Score using “Quality cum Cost Basis” (QCB) with 70% weightage to TS and 30% weightage to Financial Score.(FS)

9. The Bidder with the highest Total Score shall be called for negotiations for award of the Contract.
- II. Interested companies may download the RFP document from the website www.gujaratinformatics.com & <https://gil.nprocure.com>
- III. The bid must be submitted online through <https://gil.nprocure.com>
- IV. GIL/ Commissionerate of Health reserve the right to reject any or all the Proposals in whole or part without assigning any reasons.
- V. This RFP document is not transferable.
- VI. Minimum absolute technical score to qualify for financial bid evaluation is 70.
- VII. The bid must be submitted online on <https://gil.nprocure.com> website
- VIII. Bid Validity: 180 days

The bidder must submit the DD of Rs. 5000/- towards bid processing charges and Rs. 10 lacs towards Bid Security amount in sealed cover before given time limit. The sealed cover should super scribe as **“Bid Processing fees & Bid Security/EMD for the tender for selection of agency for Implementation of Implementation of Gujarat State Telemedicine System”**. Bid Processing fees & E.M.D. must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Ahmedabad /Gandhinagar along with the covering letter with a validity of 6 months.

1.2 Important Information

Sr. No.	Information	Details
1.	Last date and time for submission of DDs of EMD & Bid Processing fees in GIL physically.	12th Sept, 2011 up to 1500 hrs.
2.	Last date and time for submission of proposals (Technical and commercial) (Online)	12th Sept, 2011 up to 1500 hrs.
3.	Place, date and time for opening of technical proposals	12th Sept, 2011 at 1600 hrs. Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
4.	Place, date and time for technical Presentation	Will be intimated later
5.	Contact person for queries	Name and Contact details Director (e-Governance), Gujarat Informatics Ltd.

		Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
6.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar E-mail: info@gujaratinformatics.com Phone: 91-79-23256022 Fax: 91-79-23238925
7.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will given to the technically qualified bidder later on.
8.	Bid validity	180 days

Chapter 2

2 INSTRUCTIONS TO BIDDERS

2.1 Definitions

1. “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
2. “Proposals” means proposals submitted by bidders in response to the RFP issued by GIL/ Commissionerate of Health for selection of TSP for implementation of Telemedicine System in Gujarat.
3. “Competent Authority” means the Chairman & Managing Director, Gujarat Informatics Limited, Gandhinagar
4. “Committee” means I.T. committee of the Commissioner of Health & Family Welfare Department
5. “Contract Price” means the price payable to the consulting firm/company on the panel of Health & Family Welfare Department under the Contract for the complete and proper performance of its contractual obligations.
6. “TSP” means any private or public entity, which will provide the services to Commissionerate of Health under the contract.
7. “Contract” means the Contract signed by the parties along with the entire documentation as specified in the RFP
8. “Day” means Working day
9. “Effective date” means the date from which the contract comes into force and effect.
10. “Government” means State Government of Gujarat.
11. “Member” means any of the entities that make up the joint venture/ consortium/ association, in relation responding to this RFP
12. “GIL” means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
13. “CoH” means Commissionerate of Health, Gujarat
14. “Personnel” means professional and support staff provided by the TSP and assigned to perform services to execute an assignment and any part thereof.
15. “Services” means the work to be performed by the TSP pursuant to the selection by CoH and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by CoH The “Bid Document” and “Tender Document” are one and the same

2.2 Pre-Qualification / Eligibility Criteria

The entities eligible for participating in the bid process shall be any one of the following 2 categories:

- **Category 1:** A Single Bidder registered under Companies Act 1956 and should have its registered offices in India.
- **Category 2:** A Consortium of bidders as defined below (hereinafter referred to as “Consortium”)

1. A consortium of partners is allowed to participate in the bid. All partners should individually fulfil eligibility criterion pertaining to their area of competence and one of them would be considered as Lead bidder as decided by them to whom the project would be given for execution and the Lead bidder would be responsible for execution of the complete project and comply with all terms & conditions of RFP.

e.g. If X & Y are the consortium partners then either X or Y has to satisfy the turnover criterion of Rs. 50 crores each year. If X is having turnover of Rs. 30 Crore and Y is having turnover of Rs. 20 crore, then they would not be eligible under turnover criterion. As such either X or Y should have turnover of Rs. 50 crores or more.

e.g. If X & Y are the consortium partners then either X or Y has to satisfy the experience criteria for completed the supply, integration, installation, commissioning and implementation of Telemedicine / Telehealth system with at least 15 nodes/telemedicine stations in India. If X has completed 10 nodes/telemedicine stations in India and Y is having a 5 nodes/telemedicine stations in India then they would not be eligible under experience criterion. As such either X or Y should have completed the supply, integration, installation, commissioning and implementation of Telemedicine / Telehealth system with at least 15 nodes/telemedicine stations in India.

2. A consortium agreement must be submitted on Rs. 100 stamped paper duly signed by the consortium members. The consortium agreement must clearly specify the eligibility criterion which they individually fulfil and outline their roles and responsibilities. The decision of Lead Bidder is binding on all consortium members.
3. The authorized signatories of the consortium members should execute a Power of Attorney to nominate one person of the Lead Bidder as an authorized signatory of the consortium. All authorized signatories of consortium members should submit Board resolutions by their respective entities in order to support their authorization to sign the document.
4. The authorized signatory should sign all communications including the proposal and it shall be binding on all the consortium members.

5. Every consortium member shall furnish an undertaking on the letter head of their respective companies stating that they have read and understood the entire tender document and agree with all the terms and conditions stated in the RFP.
6. The composition of consortium shall not be changed during bidding or period of contract including implementation and operation of this project.

Note 1: The Bidder/Lead Bidder/Consortium Member should fulfil the relevant criterion relating to turnover/experience themselves. The Turnover/Experience of the Group companies/Holding Companies/Subsidiaries Companies/Associates Companies etc. shall only be considered for the purpose of the eligibility. For this, the Bidder/Lead Bidder/Consortium Member shall have to submit the relevant documents which clearly show the relations of the company.

Note 2: All other technical criteria's should be met as per conditions given below.

Eligibility criteria for the Agency for participation in the bid process are as under:

Sr. No.	Eligibility Criteria
1.	A bid may come from either a single vendor, or from a consortium. If a consortium makes a bid, a lead bidder must be identified amongst them with whom the client will sign all contracts. However all the consortium members will also have to sign agreements with the client individually in order to bring transparency in overall roles & responsibilities of each member forming a consortium. Also, in case a consortium is making a bid, each of the consortium members must showcase their expertise and capability in at least one of the core areas of the project scope, namely Telemedicine/ Telehealth services, IT Software & hardware Infrastructure, Medical Software & Equipments and Wide Area Networking with bandwidth requirements . Any sleeping members in consortium will not be allowed and the Consortium will have to justify the participation as well as responsibilities of each member forming the consortium as part of their technical proposal. The details about all the members of the consortium and a copy of the consortium agreement must be provided. (FORM-2)
2.	The bidder or lead bidder in case of consortium should have been in IT business for at least 5 years as on 31st March 2010. The bidder or lead bidder in case of consortium must attach its Certificate of Incorporation as proof.
3.	The bidder or lead bidder in case of consortium should have minimum 5 years of experience in providing ICT related products/services (e.g. Application software/managing ICT infrastructure/operations etc.). • Work Orders / Client Certificate confirming year and area of activity should be attached
4.	The bidder or consortium partner should have minimum 3 years experience in supply/integration/implementation/managing the Telemedicine/ Telehealth related products/services. • Work Orders / Client Certificate confirming year and area of activity should be attached

5.	<p>The bidder or lead bidder must have an annual turnover of at least Rs. 50 crores for each of last three financial years as on 31st March 2010 (i.e. FY 2009-10, 2008-09 and 2007-08). The bidder or lead bidder must attach audited account statements / balance sheets of last three financial years as supporting documents. Un-audited accounts will not be considered.</p> <ul style="list-style-type: none"> The bidder or lead bidder must also attach a certificate from their Statutory Auditor certifying an annual turnover of at least Rs. 50 crores during each of last three financial years.
6.	<p>The bidder or consortium partner should have completed the supply, integration, installation, commissioning and implementation of Telemedicine / Telehealth system with at least 15 nodes/telemedicine stations in India.</p> <ul style="list-style-type: none"> The bidder or consortium partners shall produce the satisfactory completion of works certificate in reference to the clients they have worked for.
7.	<p>The bidder or all Consortium Partner must have valid ISO 9001:2000 Certification. All the medical devices provided by the service provider must comply with ISO 13485/13488 Standard.</p> <ul style="list-style-type: none"> Valid copy of the Certificate should be attached.
8.	<p>The bidder or all consortium partners in case of consortium must have a valid Service Tax Registration in India.</p> <ul style="list-style-type: none"> Proof of a valid Service Tax Registration in India.
9.	<p>Bidder or all consortium Partners in case of consortium should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat.</p> <ul style="list-style-type: none"> Certificate / affidavit mentioning that the Bidder/ Consortium Partner is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices. <p>(Form 7)</p> <p>Note! In case any bidder or Consortium is found to provide false / incorrect / incomplete / manipulated information, the bidder or entire consortium will be disqualified and all necessary action will be taken against the member(s) by the client, even leading to blacklisting the concerned agency(s) and in all such matters the decision of the client will be final and binding on all concerned parties.</p>

10.	<p>Bidder or Consortium Partners in case of consortium should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. Affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights must be submitted by the bidder / lead bidder. In case a consortium is making a bid, each of the consortium members must also submit the same affidavit in this regard.</p> <p>Note! In case any bidder or Consortium is found to provide false / incorrect / incomplete / manipulated information, the bidder or entire consortium will be disqualified and all necessary action will be taken against the member(s) by the client, even leading to blacklisting the concerned agency(s). In all such matters the decision of the client will be final and binding on all concerned parties. The agency shall indemnify CoH against all third-party claims of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from the use of the Goods / Services or any part thereof in India, the agency shall act expeditiously to extinguish such claim. If the agency fails to comply and CoH is required to pay compensation to a third party resulting from such infringement, the agency shall be responsible for the compensation including all expenses.</p>
11.	<p>The bidder or consortium partner in case of consortium should attach a certificate from the OEM of the Hardware and or Software to be used in this work, for authenticity, authorized representation, customization and after –sales support.</p>

2.3 Cost of Tender Document

1. Bid Processing Fee of Rs. 5000/- (Rupees Five Thousand only) in the form of DD in favour of “Gujarat Informatics Limited” payable at Gandhinagar, should be deposited towards cost of tender document.
2. Proposals not accompanied by Bid Processing Fees shall be rejected as non-responsive.
3. The Bid Processing fees shall be non-refunded to the participating bidders.

2.4 Earnest Money Deposit (EMD)

1. Earnest Money Deposit **Rs. 10,00,000/-** (Rupees Ten Lakhs only) in the form of DD in favour of “Gujarat Informatics Limited” payable at Gandhinagar.
2. Proposals not accompanied by EMD shall be rejected as non-responsive.
3. The successful bidder’s bid security will be discharged from GIL only after the signing of the contract and submission of performance security.

4. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible as but no later than 15 days after selection of successful bidder.
5. The EARNEST MONEY DEPOSIT shall be forfeited:
 - a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
 - b. Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
6. No exemption for submitting the EMD will be given to any agency.
7. The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

2.5 Amendment to RFP

1. At any time prior to the deadline for submission of bids, GIL/CoH may, for any reason, whether on its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents.
2. All prospective bidders who have received the bidding documents will be notified of the amendment through website, and will be binding on them.

2.6 Validity of proposal

Proposals shall remain valid for a period of 180 days (one hundred eighty days) after the date of Proposal opening prescribed in the RFP. A Proposal valid for shorter period may be rejected as non-responsive. GIL/CoH may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals).

2.7 Right to Accept / Reject proposal

GIL/CoH reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals 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.

2.8 Preparation of Proposal

1. Bidder may carry out a Pre Feasibility study of various centers for preparation of proposal.
2. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid.

3. The Proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal
4. In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
5. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
6. Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal bid may be liable to be rejected without prior intimation to the bidder.
7. Bidder is required to submit the complete proposal along with required forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable. No column should be marked as "NIL" or "Zero", "0" etc. Where no price is proposed to be charged for any item or its parts required to be supplied, it should be clearly mentioned in words.
8. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification
9. Committee would ask Bidder(s) for detailed presentations. All such shall be at the cost of bidder.
10. The envelopes should be addressed to:

The Director (e-Governance)

Gujarat Informatics Ltd.
Block No. 1, 8th Floor,
Udyog Bhavan, Gandhinagar
Gujarat - 382010

11. The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to



the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.

2.9 Contents of Envelops

1. The EMD and Bid Processing Fee should be submitted physically in an envelope.
2. Envelope shall be marked as "EMD & Bid Processing Fee for selecting the TSP".

2.10 Submission, Receipt & Opening of proposal

1. Sealing and Marking of Bids:
 - a. The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <https://gil.nprocure.com> . The bidder shall also complete the bid form as per Form I and submit it with the financial bid on <https://gil.nprocure.com>.
 - b. Telex, cable, e-mailed or facsimile bids will be rejected.
2. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
3. The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as GIL/COH, at his discretion, may consider appropriate, will be announced at the time of opening.
4. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
5. Prices shall be quoted in Indian Rupees Only.

2.11 Methodology & Criteria for Bid evaluation

CoH will form an evaluation Committee or it may be done by I.T. Committee/ Task Force which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIL/CoH, may, at its discretion, ask the bidders for clarification of their Technical Proposals.

Only those proposals meeting the above Eligibility criteria will be evaluated as per the criteria mentioned below.

Technical Bid Evaluation

Sr. No.	Criteria	Max Points	Point system	Form
	Profile of the Bidder	10		
	No. of years of operation in India	3	5 years – 1 points 5-7 years – 2 points >7 years – 3 points	Form 2
	Average Turnover of firm/Lead Bidder of the consortium for last 3 years.	7	50 Crores - 4 points 50-100 Crores – 5 points 100-150crores – 6 points >150 crores – 7 points	Audited P & L accounts of last three years as supporting documents.
	Past Experience	30		
	a.Experience in providing ICT related products/services (e.g. Application software/managing ICT infrastructure/operations etc.)	10	1 project – 1 points 2 projects – 2 points 3 projects – 3 points 4 projects – 4 points 5 projects – 5 points 6 projects – 6 points 7 projects – 7 points 8 project – 8 points 9 projects – 9 points >=10 project – 10 points	Form 4 along with completion / work in progress certificate issued by the client
	b. No. of Telemedicine Stations / Nodes developed by Vendor for telemedicine projects in India.	15	15 nodes– 3 points 16-30 nodes– 6 points 31-50 nodes – 9 points 51-70 nodes– 12 points >=71 nodes – 15 points	
	c. No. of ICT based Projects executed in the state of Gujarat. (Minimum project value of 1 Crore Rupees)	5	1 project – 1 points 2 projects – 2 points 3 projects – 3 points 4 projects – 4 points >=5 projects – 5 points	
3	Profile of Proposed Resources / Team	10		
	Profile of Proposed Resources Required for Completing the Specified Work in RFP.	10	Committee will evaluate the Form 5 submitted by the bidders	Form 5

Sr. No.	Criteria	Max Points	Point system	Form
4	Technical Approach and Methodology	10		
	Understanding of TOR and responsibility	5	Committee will evaluate the Technical Approach and Methodology from the paper submitted by the bidders.	As Submitted by the client
	Approach and Methodology, Bill of Material, specifications of device	5		
	Total	60		

Technical Presentation Evaluation

On the prescribed date and time, the bidder shall make a technical presentation covering following key areas which will carry **20 Marks** out of the total Technical score for that bidder:

1. Understanding of Scope of Work
2. Approach & Methodology
3. Software solution design and Network Architecture
4. Implementation Strategy
5. Manpower / Resource deployment
6. Project Plan / Timelines
7. Bill of Material, Network Design, etc.
8. Specification of Medical Equipments proposed

Technical Demonstration Evaluation

All Bidders who qualify will have to demonstrate one Telemedicine Project executed by them for a client. Appointed members of the **Technical evaluation Committee** will visit the project onsite and see the performance of Telemedicine consultation process. The project would be evaluated out of **20 Marks** on the basis of following parameters.

1. Quality of Service
2. Ease of Use
3. Scalability of the Solution
4. Success of the Project

The Transportation and accommodation expenses for members of Technical Committee will be borne by CoH. The required arrangement for demonstration of Telemedicine will be made by the bidder.

Total Score will be evaluated by adding the scores obtained in evaluation of Technical Bid, Technical Presentation and Technical Demonstration.

	Maximum Score	Score obtained
Technical Bid Evaluation	60	
Technical Presentation Evaluation	20	
Technical Demonstration Evaluation	20	
Total Score obtained (Ts)		

Technical Evaluation will be assigned a Technical score (Ts) out of a maximum of 100 points. Bidders with Technical score of 70 and above out of 100 will qualify for the evaluation in the commercial process.

$T_n = 0.70 * (Ts)$ will be Normalized Technical Score for the Bidder under Consideration.

Commercial/Financial Bid Evaluation:

The Commercial bid of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The Commercial bids (as per the **Form - 6**) of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 30 points. The Normalised financial scores (Fn) of the other Financial Proposals will be computed as per formula for determining the financial scores given below:

$$F_n = 30 \times F_{\min} / F_b$$

Where, F_n = normalized finance score for the bidder under consideration

F_b = absolute financial score for the bidder under consideration

F_{\min} = minimum absolute financial score obtained by any bidder

The Bidder with highest $T_n + F_n$ will be invited for negotiations.

2.12 CoHs Right to vary quantities of work at the time of award of contract

COH reserves the right to increase or decrease quantity of work by 20% without any change in the rate fixed or other terms & conditions, at the time of award of contract. However for bought out items / components, or any third party items, the prevailing rates at the time of award of contract shall be considered.

CoH may at any point in future can ask the service provider to increase the scope of the services by increasing the equipments/devices at the centers. Vendor should support all the requests. The additional increase in the cost shall be finalized mutually with agreement of CoH and the service Provider.

2.13 Office in Gandhinagar/Ahmedabad

The Bidder is required to have a local office in either Gandhinagar or Ahmedabad in Gujarat. If the bidder does not have a local office, The Award of contract to the bidder will be conditional subject to opening of Local Office within 45 days from the Award of Contract.

2.14 Performance Bank Guarantee

1. The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract
2. The firm/company whose BID is accepted shall deposit 10% of the amount of Contract value as Performance Security. If additional work is allotted, the agency has to deposit the additional Performance Security accordingly. The Performance Security shall be in the form of Bank Guarantee valid for 6 years from the date of actual start of operation.
3. The proceeds of the performance security shall be payable to CoH as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
4. The Performance Security shall be denominated in Indian Rupees and shall be in the form of a bank guarantee issued by a nationalized / scheduled bank and following private banks located in India, in the form provided in the bidding documents:
 - a. IDBI Bank
 - b. AXIS Bank
 - c. HDFC Bank and
 - d. ICICI Bank

e. Kalupur Co-operative Bank

5. Within 15 days of the receipt of notification of award from “CoH”, the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
6. The Performance Security will be discharged by CoH and returned to the Bidder on completion of the bidder’s performance obligations under the contract.
7. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
8. No interest shall be payable on the PBG amount. CoH may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

2.15 Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of COH, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

2.16 Cost of Bidding

All costs related to bidding shall be borne entirely by the bidder. Under no circumstances any queries / request for compensation in cases of rejection / disqualification etc. will be entertained by COH.

2.17 Disqualification

GIL/COH may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

1. Submitted the Proposal documents after the response deadline.
2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
3. Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.

4. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
5. Failed to provide clarifications related thereto, when sought.
6. Declared ineligible by the Government of Gujarat, or any of the PSU in the State Government, for corrupt and fraudulent practices or has been blacklisted.
7. Submitted a proposal with price adjustment / variation provision.

2.18 Fraud & Corruption

CoH requires that Total Service Provider selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CoH:

- A. Defines, for the purposes of this provision, the terms set forth as follows:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CoH or any personnel of Department in contract executions.
 - b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to CoH, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CoH of the benefits of free and open competition.
 - c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by CoH in Section 3.
 - d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- B. Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by COH to having been engaged in corrupt, fraudulent of ,unfair trade practices.
- C. Will declare a Total Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Total Service Provider has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.

Chapter 3

3 Scope of Work

3.1 Project Background

The main objective of telemedicine is to cross geographical barriers and provide healthcare facilities to rural and remote areas (health for all) to make it beneficial for the population living in isolated communities. Besides this, other advantages of telemedicine are

1. Eliminate distance barriers and improve access to quality health services
2. In emergency and critical care situations where moving a patient may be undesirable and/or not feasible
3. Facilitate patients and rural practitioners' access to specialist health services and support
4. Lessen the inconvenience and/or cost of patient transfers
5. Reduce unnecessary travel time for health professionals

3.2 Project Overview

Scope of the project

- Design, development and implementation of cost effective rural telemedicine infrastructure consisting of web based technology, wired/wireless broadband, wide area network. Tertiary hospital identified by the CoH will act as Hubs for the complete project
- Development of technology platform for gathering, compiling, storing (Data Base) of information pertaining to health related issues.

3.3 Project Details

Goal

The key goal of this project is to provide citizens living in distant places of Gujarat with access to High Standard health care services through the application of Information and Communication Technologies.

Defining a State Telemedicine Network

The specific structure of any particular telemedicine center of the network would depend on the geographic factors of the area that will be serviced by the network, and the type of local

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

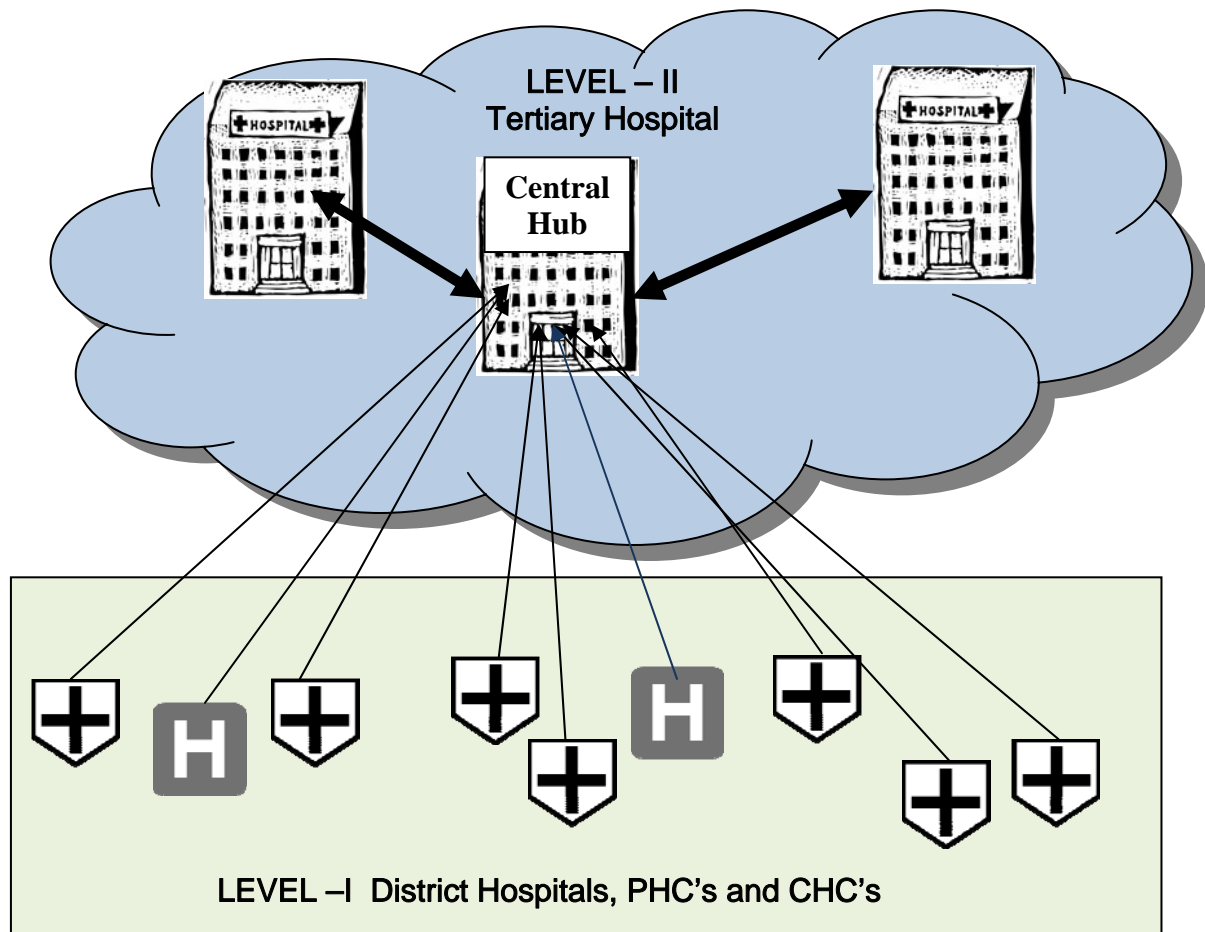
- **LEVEL-1:**
 - A. Primary Health Center (PHC)
 - B. Community Health Center (CHC)
 - C. District Hospitals.
- **LEVEL-2:**
 - A. Tertiary Hospital

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 / nth opinion.

In defining the State Telemedicine Network, selecting the connectivity will be a defining factor in reaching out to distant locations including where traditional land based communication systems have not yet reached or are plagued by poor connectivity.

This network needs to be based on open platform and on open architecture standards that make it accessible to one and all



Logical Architecture of Telemedicine Network

Constituents of Telemedicine Network

A telemedicine network incorporates following components in addition to Consulting Doctors and Super Specialty Consultants at both recipient and referral hospitals:

LEVEL-1:

A. PRIMARY HEALTH CENTER

- Tele-consultation room(to be provided by CoH)
- Patient engagement facilities (bed, scopes, etc.) would be provided by CoH.
- Telemedicine Platform
 - Selective medical and medico-IT equipments, preferably IT compatible, with interface to Telemedicine and/or other software / hardware
 - Computer hardware/software platform (PC, switch, etc.) and IT electronics equipments

- Connectivity/bandwidth requirements (e.g. , Leased line, Broadband, Wireless etc)
- Point-to-Point video-conferencing system (may be portable)
- Following Medical test and services should be provided by the Vendor at PHC for tele-consultation of the patient
 - Temperature Measurement
 - Sputum examination
 - Pulse measurement
 - BP measurement
 - Foetal Heart Rate Monitor
 - Blood Glucose examination and monitoring
 - Peripheral Smear examination
 - ECG
 - Digital Stethoscope

B. COMMUNITY HEALTH CENTER (CHC)

- Tele-consultation room (to be provided by CoH)
- Patient engagement facilities (bed, scopes, etc.) would be provided by CoH.
- Telemedicine Platform
 - Selective medical and medico-IT equipments, IT compatible, with interface to Telemedicine and/or other software / hardware
 - Computer hardware/software platform (PC, switch, etc.) and IT electronics equipments
- Connectivity/bandwidth requirements (e.g. , Leased line, Broadband, Wireless etc)
- Point-to-Point video-conferencing system (may be portable)
- Following Medical test and services should be provided by the Vendor at CHC for tele-consultation of the patient
 - Temperature Measurement
 - Sputum examination
 - Pulse measurement
 - BP measurement
 - Foetal Heart Rate Monitor

- Blood Glucose examination and monitoring
- Peripheral Smear examination
- ECG
- Digital transmission of X Ray
- Digital Stethoscope

C. DISTRICT HOSPITAL

- Telemedicine room (to be provided by CoH)
- Patient engagement facilities (bed, scopes, etc.) would be provided by CoH.
- Telemedicine Platform
 - Selective medical and medico-IT equipments, preferably IT compatible, with interface to Telemedicine and/or other IT software / hardware
 - Computer hardware / software platform (PC, switch, etc.) and IT electronics equipments
- Connectivity/bandwidth requirements (e.g. Leased line, Broad band, Wireless etc)
- Point to point video conferencing system
- Following Medical test and services should be provided by the Vendor at District Hospital for tele-consultation of the patient
 - Temperature Measurement
 - Sputum examination
 - Pulse measurement
 - Blood Pressure measurement
 - Foetal Heart Rate Monitor
 - Blood Glucose examination and monitoring
 - Peripheral Smear examination
 - ECG
 - Digital transmission of X Ray
 - Transmission of CT Scan
 - Digital transmission of Histopathology (Telepathology)
 - Digital Stethoscope

LEVEL - 2: Tertiary Hospital

- Telemedicine room (to be provided by department)
- Telemedicine Platform
 - Computer hardware/software platform (PC, switch, etc.) and IT electronics equipments
- Connectivity / bandwidth requirements (e.g. Leased line, Broad band, Wireless)
- Multi-point video conferencing system (1 Node at L1 should be able to be in VC with 3 nodes at L2 across geography)
- Secure centralized long-term electronic record storage for assigned LEVEL-1 and Level-2.
- Note that:
 - All Level 2 units will require multiple telemedicine stations for simultaneous tele-consultation with referring units (minimum 3 nodes per tertiary Hospital)

On routine basis the services shall be used for **Three Hours on Five working days in a Week** in all the referring units (LEVEL- 1) and corresponding hours in referral Units (LEVEL-2).

If additional hours of service are requested payments as per Section 4 will be made to the Vendor.

3.4 Process and Infrastructure Envisaged**Telemedicine Process for LEVEL-1 units**

The proposed Primary Health Center (PHC) etc. are rural based health centers catering to rural population. Through LEVEL-1 telemedicine consultation center, patients' data and reports can be sent to Tertiary Hospital and get the expert opinion.

Communication link between LEVEL-1 and LEVEL-2 could be through wired/wireless Broadband, or any other available form of connectivity. A dedicated minimum bandwidth of **2 Mbps** (for each of uplink and downlink channels) for videoconference and data transmission between Level -1 and Level – 2 units is deemed sufficient.

Basic setup will have a single multimedia computer system and **IP/Codec**-based Video conference system. Diagnostic reports of the patient will be forwarded to Tertiary Hospitals 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 may also be provided for printing report and records for distribution to patient.

The telemedicine functionality at these units have to be:

- A self-sufficient system 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.

Telemedicine Process for LEVEL-2 Units

The LEVEL-2 units are purely referral in nature and provide expert opinion on data sent from LEVEL-I Units.

Due to nature of these units being referral, with multiple lower level units connecting, transmitting data, and requiring expert opinion / intervention, it is necessary to provide multiple telemedicine stations at these locations. **In the initial phase there must be at least three functional nodes available at each of Level 2 locations, which can be increased as per the requirement.**

These units will have multi-point video-conferencing system so that it can cater to various locations at a time. Communication link between LEVEL-1 and LEVEL-2 units can be over terrestrial fiber optic cables, Wi-MAX, Broadband, or any other available form of connectivity. A minimum bandwidth of **2Mbps** between Level 2 hospitals or more for videoconference and data transmission is deemed sufficient.

Videoconference between Level 1& Level 2 have to be managed at each of the Level 2 nodes by installing MCU and store & forward servers. There has to be provision for enabling VC across any of the Level 1 and Level 2

A Central Server has to be established by the bidder for storage the data of all the VCs and patient profile across all the Level 1 and Level 2 centers.

The telemedicine functionality at these units may be either:

- A Server / Client system with ability to create and maintain long-term electronic medical record (EMR) of patient, view, connect, receive/transmit, and retrieve/send expert opinion. This model supports offline, online, and interactive telemedicine creating complete technological base of all types of services/modalities. A web-based access system for consultant from their room or via laptop/home may also be provided.
- A web-based Server system having all facility to allow local consultant and remote LEVEL-1 doctors to connect, create, store, retrieve EMR and provide/retrieve expert opinion. This model supports offline, and web-based

telemedicine creating sufficient and cost-effective technological base of all types of services / modalities.

Note: Vendor may suggest network architecture fulfilling above mentioned requirement

3.5 Specifications and Standards

- a. Various Telemedicine working groups under central government departments have finalized a nucleus framework “**National Rural Telemedicine Network Suggested Architecture and Guidelines**”. The vendor while shall refer to the guidelines but the specifications mentioned in the RFP shall be considered final for provisioning the solution for the state. The use of standard protocols will also ensure that the State Telemedicine Network will be compliant with a national Telemedicine network that is proposed for development across the country.
- b. All Equipment used should be compliant with ISI/BIS standards as and where applicable.
- c. All instruments installed across the centers have to calibrated and deemed fit for medical use. They should comply with ISO 13485/13488 standards.
- d. Patient Safety Norms as per Industry standards and Best practices should be followed by the service providers.
- e. All guidelines and standards issued by Govt. of India and its agencies should be followed in delivering of service where ever applicable.
- f. Bidder/s should make sure that there is compliance with the global standard like HL-7, ICD, LOINC, DICOM, NDC, DRG and HIPAA as and when applicable

HL-7 : Data Exchange

ICD- International Codificaiton of Diseases

LOINC- Logical Observation Identifiers names and Codes

DICOM: Digital Imaging in Medicine

DRG: Diagonis Related Grouping

NDC: National Drug Codification

HIPAA: Privacy Standard

Note: Bidder/s should specify the compliance to above mentioned standards where ever applicable in the solution and Approach and methodology.

3.6 List of Centers

The following list of centers has been finalized for the implementation of the Telemedicine project.

Level 1

A. PRIMARY HEALTH CENTERS

S.No.	PHC	Taluka	District
1	Jalila	Ranpur	Ahmedabad
2	Debhari	Virpur	Kheda
3	Rangadh	Limdi	Surendranagar
4	Kharaghoda	Dasada (Patdi)	
5	Zazam	Santalpur	Patan
6	Kodiyavada	Vijaynagar	Sabarkantha
7	Mavsari	Vav	Banaskantha
8	Dungarvat	Pavijetpur	Vadodara
9	Duma	Jambughoda	Panchmahal
10	Patiya	Garbada	Dahod
11	Kadval	Jhalod	
12	Dev Mogra	Sagbara	Narmada
13	Kukarmunda	Nizar	Tapi
14	Motapordha	Kaprada	Valsad
15	Saputara	Ahwa(DH)	Dang
16	Nageshri	Jafrabad	Amreli
17	Madhiya	Mahuva	Bhavnagar
18	Sasan	Talala	Junagadh
19	Aankolvadi	Talala	
20	Dhodkuva	Una	
21	Bakharla	Porbandar	Porbandar
22	Varvala	Okhmandal	Jamnagar
23	Bhadli	Jasdan	Rajkot
24	Khakhrechi	Maliya-miyana	

B. COMMUNITY HEALTH CENTERS

S.No	CHC	Taluka	District
1	Santalpur	Santalpur	Patan
2	Vav	Vav	Banaskantha
3	Garbada	Garbada	Dahod
4	Sagbara	Sagbara	Narmada

5	Kaprada	Kaprada	Valsad
6	Jafrabad	Jafrabad	Amreli
7	Gir-Gadhda	Una	Junagath
8	Dwarka	Okhmandal	Jamnagar
9	Khavda	Bhuj	Kutchh
10	Vinchiya	Jasdan	Rajkot

C. DISTRICT HOSPITALS

S.No	District	Taluka	District Hospital
1	Junagath	Junagath	Civil Hospital Junagath
2	Panchmahal	Godhra	Civil Hospital Godhra

A. LEVEL-2 TERTIARY HOSPITAL

S.No	District	Taluka	Tertiary Hospitals
1	Ahmedabad	Ahmedabad	Civil Hospital Ahmedabad
2	Surat	Surat	Civil Hospital Surat
3	Vadodara	Vadodara	Civil Hospital Vadodra
4	Rajkot	Rajkot	Civil Hospital Rajkot

3.7 Manpower Requirements

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

1. Project Manager
 - a. Project Manager will have overall responsibility for the successful and smooth running of the project.
 - b. MBA/M.Tech with minimum 7 years of experience.
2. Helpdesk
 - a. Helpdesk will have the responsibility of regular repair and maintenance of equipment and software.
 - b. It will have the responsibility of maintaining the required uptime and adhering to SLA's.
 - c. Network/ IT Expert with minimum 3 years of Experience.
3. Dedicated IT / Network personnel for Level-2 centers



- a. Dedicated personnel at each of the Level – 2 centers for ensuring continuous and smooth operations.
 - b. Engineers/ Diploma holders with 2-3 years of Experience.
4. IT / Network personnel for Level -1 centers.
- a. Five IT / Network personnel's each having responsibility of one of Five clusters of PHC's and CHC's
 - b. Engineers/ Diploma holders with 2-3 years of Experience.
 - c. Should be proficient in Gujarati.
5. Trainers
- a. Trainers to train appointed personnel at each of the centers should be deployed depending upon the requirement.
 - b. Should have 2-3 years of Training experience and should be proficient in Gujarati.

3.8 Project Timelines

Stages of the Project	Time Limit	Deliverables
Award of Contract	T	
First successful Implementation and functioning of Telemedicine services in one PHC, one CHC, two District Hospital and two Tertiary Hospital.	T1= T + 2 months	Successful Demonstration of the same.
Training and Functional Handover	T2 = T1+0.5 month	Completion of user's training (for all the nominated representative of the department) and Handholding requirements.
Rollout of fully operational Telemedicine in all remaining Centers.	T3 = T1+2 months	Two month implementation report and Successful Commissioning.
Performance of Project, Audit Logs, Patient details etc.	End of Every Month (from the start of services)	MIS Reports. Data of Patient record in DVD and Portable Hard Disk. Video records of all the consultations for the quarter in DVD and Hard Disk.

3.9 Training Requirements

Department will appoint personnel at each centre for using Telemedicine equipment. The training for the same will be provided by the Vendor at Centralized location for all the nominated personnel. Vendor shall to the minimum provide Training as per Table below.

Training	Time	Possible Venues
Initial Training of 15 days for the nominated personnel (In batches – maximum of 20 individual/batch)	2 nd month from the award of the contract	Civil Hospital Ahmedabad
Refresher Training	3 Months after the first Training for 2 days	All LEVEL-2 Tertiary Hospital
	6 Months after the first Training for 2 days	All LEVEL-2 Tertiary Hospital
Note: 2 day refresher training every year shall be provided by vendor post 1 st year of award of contract		

- Apart from this Vendor will provide extra training and on-site support as necessary for smooth operation of Telemedicine system.
- Vendor will also have to provide Training to appointed personnel as and when requested by the department.

Vendor will also provide user manual in Gujarati /Hindi and English languages available at all Centers for all the trainings conducted.

Chapter 4

4 Payment Terms

The Vendor will be paid at the end of the each Quarter upon submission of invoice. The Payment will be based on rates finalized for the award of contract to the Successful Bidder, after adjustment of Penalties if any.

The Penalties shall be calculated as per the Chapter 5.

- For the first Quarter Payments shall be made on Pro Rata Basis, starting from the day of start of service at each center.

For additional Payments,

One day Rental for a Level will be calculated by dividing Quarterly Rental by Number of Working days in a Quarter.

- If facility is used on any working day beyond Stipulated 4 Hours on a “Working Day” Vendor will be paid 10% of One Day Rental for that Level for every hour.
- If the facility is used on a “Non Working Day” for time within “Stipulated 4 Hours”, One Day Rental will be paid to Selected Vendor.
- If the facility is used on a “Non Working Day” for time beyond “Stipulated 4 Hours”, Vendor will be paid 10% of One Day Rental for that Level for every hour.

In case of future expansion of Telemedicine Centers to PHCs, CHCs, District Hospitals, Tertiary Hospital apart from those mentioned in this Document, Quarterly Rent for that level will be paid to the vendor as per rates finalized for the award of contract to the Successful Bidder

Chapter 5

5 Service Level Agreement, Penalty Clause and Backup policy

5.1 Service Levels

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

5.2 Definitions

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

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

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

- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to CoH and user / HoDs.
- "Incident" refers to any event / abnormalities in the functioning of CoT specified services that may lead to disruption in normal operations of CoT services.
- "Resolution Time" shall mean the time taken (after the incident has been reported at the concerned reporting center), in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation. The resolution time shall vary based on the severity of the incident reported.

5.3 Project Delays

The Vendor will have to strictly adhere to Time lines mentioned in Section 3.8. Penalty of amount equal to Rs. 20000 per day shall be levied from the vendor in case of delays. These

penalties will be deducted for up to a maximum of 30 days after which CoH reserves the right to terminate the contract.

5.4 Equipment/network/system failure

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

Levels	Penalty
Level 1 – A. PHC	2% of Quarterly Rental for that Level up to maximum of 10%.
Level 1 – B. CHC	2% of Quarterly Rental for that Level up to maximum of 10%.
Level –1 C. District Hospital	2% of Quarterly Rental for that Level up to maximum of 10%
Level – 2 Tertiary Hospital	5% of Quarterly Rental for that Level up to maximum of 10%.

These SLA’s will be applicable starting from the day of start of operations.

Vendor would maintain Back to Back SLA agreement with Network providers. The copy of all the agreement would be submitted to CoH within one month of award of contract.

SLA adherence will be monitored by CoH on Quarterly basis. Any default on 99% uptime per quarter will result in penalties mentioned in table above.

5.5 Resolution of Complaints

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

5.6 Confidentiality

The service provider shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the service provider

divulge/reveal/share such data for the purpose other than for meeting the client's requirement. Any violation of this confidentiality clause may result in instant termination of the contract and the service provider shall pay liquidated damage of Rs. 1,00,00,000/- (Rupees Ten Million) to the client and the client shall reserve the right to blacklist the service provider for any future contracts. The decision of the client shall be final in this regard and binding on the service provider.

5.7 Backup Policy

- Vendor shall have a complete backup of all the data (EMR and other related data records) along with the VC recording for the complete duration of the project at a backup server and hand over the data to the CoH at the end the project along with the retrieval software (for data to be in readable and extractable format) for further usage.
- Vendor has to submit complete data along with the VC recording for each quarter in backup media as part of deliverable.
- At central live storage server data for last 2 quarters (from the date of generation of date i.e. for data generated on 1st March 2011 has to be stored on live storage server till 31st August 2011).

Chapter 6

6 Roles and Responsibilities of Stakeholders

Commissionerate of Health

1. Providing safe and secure room and required infrastructure to the vendor for installation of Telemedicine equipment in each of the listed centers.
2. Providing permissions to use Infrastructure facilities at each of the Telemedicine Center. Providing electricity at each of the centers would be responsibility of CoH.
3. Appointing personnel from each of the centers for training in proper and effective use of Telemedicine equipment.
4. Providing Paramedic Staff at all levels and prescribing of Patients for Telemedicine.
5. Receive and appraise proposals / suggestions from the TSP and GIL for project implementation
6. To form Project Management Group (PMG) for monitoring the implementation program at State as well as District level
7. Ensure that the TSP conducts a work as specified in the scope of work.
8. Assist in Organizational capacity building.
9. Work as driver for policy, regulatory and other relevant changes.
10. Validate the work performed by the Vendor based on the SLA monitoring and make regular Payments.

Department of Science & Technology / Gujarat Informatics Limited, Government of Gujarat:

1. Provide technical assistance to the department for effective implementation of the project.
2. Extend necessary policy level support to develop a sustainable framework for regulation, promotion and ramp up of e-platform for G2G and G2C Systems of the Department.
3. Provide necessary guidance, support, approvals and technical suggestions as and when required, through periodic review in IT committee, during the entire duration of project implementation.
4. GIL to provide Project management support to CoH throughout the span of the project.

Total Solution Provider:

1. The bidder will appoint a person to be the nodal point for coordinating with the client. The person identified must be available over phone at all times.



2. The bidder will sign a non-disclosure agreement with the client for running the Telemedicine system. This non-disclosure agreement will cover all the data that has been provided by the client for the operations of the helpdesk along with all the data that is generated during the operation of the helpdesk.
3. The vendor will arrange, install and maintain the necessary hardware and licensed application software including computers, routers, switches, networking etc. .
4. The vendor will arrange, install and maintain equipment for transmission of medical and telepathology data and images
5. The bidder will provide all audit - logs, video recordings, patient data and other necessary details and data as and when required by the client.
6. All expenses pertaining to the manpower deployed in the process along with maintenance cost of hardware/software will be borne by the bidder.
7. The bidder is solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
8. The bidder will treat as confidential all data and information about client, obtained during execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of client.
9. The bidder has to ensure the backup of complete data in accordance to policy defined on the backup server along with complete data of two quarter on central server

Chapter 7

7 General Terms and Conditions

7.1 Application

These general conditions shall apply to the extent that provisions in other parts Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the GIL/COH shall be final and binding on the Total Service Provider.

7.2 Relationship between parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'CoH' and 'the Total Service Provider'. The Total Service Provider subject to this contract for selection has complete charge of personnel and sub-Total Service Provider, if any, performing the services under the Project executed by CoH from time to time. The Total Service Provider shall be fully responsible for the services performed by them or on their behalf hereunder. The COH will allocate work/assignment to the Total Service Provider.

7.3 Standards of Performance

The Total Service Provider shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Total Service Provider shall always act in respect of any matter relating to this contract as faithful to CoH. The Total Service Provider shall abide by all the provisions/Acts/Rules etc of information Technology prevalent in the country. The Total Service Provider shall conform to the standards laid down in RFP in totality.

7.4 Delivery and Documents

As per the time schedule agreed between parties for specific projects given to the Total Service Provider from time to time, the Total Service Provider shall submit all the deliverables on due date as per the delivery schedule. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contact, all the documents prepared by the Total Service Provider under this contract shall become joint property of CoH the Total Service Provider. The Total Service Provider may retain a copy of

such documents, but shall not use anywhere, without taking permission, in writing, from CoH reserves right to grant or deny any such request.

7.5 Total Service Provider Personnel

The Total Service Provider shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specified project as assigned by CoH. This is a specialized domain of 'e Governance' and it is desirable from the Total Service Provider to deploy the personnel, who have adequate knowledge and experience in the domain related with this project. It is desirable that the Total Service Provider shall hire the services of domain Specialists, if required, to work on the Project effectively.

7.6 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat

7.7 Use of Contract Documents and Information

- 1 The service provider shall not, without CoH prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2 The service provider shall not, without CoH prior written consent, make use of any document or information except for purposes of performing the Contract.
- 3 Any document, other than the Contract itself, shall remain the property of CoH and shall be returned (in all copies) to CoH on completion of the service provider's performance under the Contract if so required by Health and Family Welfare Department.
- 4 The service provider shall permit CoH to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by COH, if so required by COH.

7.8 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

7.9 Intellectual Property Rights

1. The service provider shall indemnify CoH against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
2. Application Software developed by TSP for providing the services shall be fully owned by the TSP. All the data generated during the services will be owned by CoH as per the stated policy of government of Gujarat. TSP will have to provide the reading tool for accessing the data.
3. While passing on the rights (license) of using any software/software tool, the service provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
4. The software licenses supplied by TSP shall be genuine, **perpetual, full use** and should provide patches, fixes, security updates directly from the OEM at no additional cost to the CoH for the entire period of contract. All the licenses and support should be in the name of Commissionerate of Health from the date of procurement
5. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and CoH is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. CoH will give notice to the service provider of such claim, if it is made, without delay

7.10 Inspections and Tests

1. CoH or its representative shall have the right to inspect and/or to test the software or work of the service provider to confirm their conformity to the Contract specifications at no extra cost to CoH.
2. The Service Provider must submit the test results to CoH.
3. Should any inspected or tested software fail to conform to the specifications, may reject the software and the service provider shall either replace/redevelop the

- rejected software or make alterations necessary to meet specification requirements free of cost to GIL.
4. CoH right to inspect test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by CoH for its representative prior to the software deployment.
 5. No clause in the RFP document release the service provider from any warranty or other obligations under this Contract.
 6. The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The service provider shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of CoH the successful completion of the test specified.
 7. The service provider shall supply operation manuals in Gujarati/Hindi and English. These shall be in such details as will enable COH to use the software and the equipment as stated in the specifications.

7.11 Sub Contracts

No Sub Contracting shall be allowed for this project.

7.12 Warranty

1. If any module of developed software gives continuous trouble and runtime or logical errors, during the warranty period, the service provider shall rectify the problems..
2. The TSP hereby represents and warrants that the Software as delivered does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for CoH to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Vendor shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for development of the Software.

7.13 Assignments

The Total Service Provider shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the CoH prior written consent.

7.14 Change Orders

1. CoH may at any time, by written order given to the Service provider make changes within the general scope of the Contract in any one or more of the following:
2. The place of delivery; and/or the Services to be provided by the service provider.
3. The vendor should be ready to accommodate additional equipment/services at later stages. Additional cost for the same will be finalized mutually.
4. Training of personnel of COH in terms of hours/subjects will be without any additional cost.
5. If any such change causes an increase or decrease in the cost of, or the time required for, the service provider's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the service provider's receipt of COH's change order.

7.15 Suspension

COH may, by in written notice to Total Service Provider, suspend all payments to the Total Service Provider hereunder if the Total Service Provider fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

1. Shall specify the nature of failure.
2. Shall request the Total Service Provider for remedy of such failure within a period not exceeding thirty (30) days after receipt by the Total Service Provider of such notice of failure.

7.16 Termination

Under this Contract, CoH may, by written notice terminate the Total Service Provider in the following ways:

1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non adherence to time schedule.

2. Termination for Convenience CoH by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CoH's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
3. Any service that has been completed or rendered and within 30 days after the service provider's receipt of notice of termination shall be accepted by CoH at the Contract terms and prices
4. Termination for Insolvency: CoH may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CoH.

In all the three cases termination shall be executed by giving written notice to the Total Service Provider. Upon termination of the contract, payment shall be made to the Total Service Provider for:

1. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
2. Any expenditure actually and reasonably incurred prior to the effective date of termination

No consequential damages shall be payable to the Total Service Provider in the event of such termination.

7.17 Force Majeure

Notwithstanding anything contained in the RFP, the Total Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Total Service Provider and not involving the Total Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the CoH regarding Force Majeure shall be final and binding on the Total Service Provider.

If a Force Majeure situation arises, the Total Service Provider shall promptly notify to the COH in writing, of such conditions and the cause thereof. Unless otherwise directed by the CoH in writing, the Total Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.18 Payments in case of Force Majeure

During the period of their inability of services as a result of an event of Force Majeure, the Total Service Provider shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

7.19 Resolution of Disputes

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

7.19.1 Amicable Settlement

Performance of the Contract is governed by the terms the 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. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 8.20.2 for resolution of disputes shall become applicable.

7.19.2 Resolution of Disputes

In the case dispute arising between the COH and the Total Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Ahmedabad and the language of the arbitration proceeding and that of all documents and communications between the parties

shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally by the COH and the Total Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

7.20 Taxes and Duties

The Total Service Provider shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by COH under the contract. The Total Service Provider, sub Total Service Provider and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

7.21 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in State of Gujarat only.

7.22 Binding Clause

All decisions taken by GIL/ COH regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

7.23 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

Chapter 8

8 Guidelines and Specifications

Note: Requirement of Hardware and Medical Equipments and their Specifications given are indicative in nature. To meet the SLA and SOW, Bidder may quote higher configuration or add additional devices if required.

Medical Equipment

1. Digital thermometer:-

- PC interface should be USB or Serial or wireless for automatic entry in the Telemedicine software
- Should be able to measure standard body temperature range
- Operational manual

2. ECG Machine – Simultaneous Type

- **Patient Leads** :10 lead Patients cables (for limb leads- paddle electrodes & for chest leads- suction electrodes) with RFI filters, protection & patient isolation
- **Frequency Response** : 0.05 Hz To 150 Hz \pm 3dB
- **Leakage Current** : < 10 Micro amps
- **Input Impedance** : \geq 10 M ohms
- **Filters** : HPF, LPF & Notch (50 Hz reject) or Digital Programmable
- **A/D Conversion** : 12 bit (2.44 μ V resolution)
- **Sampling Rate** : 200-1000 Samples/seconds
- **Sensitivity** : 10, 20 mm/mV
- **Dynamic range** : \pm 6 mV
- **Speed** : 25 & 50 mm/sec.
- **PC Interface** : Serial and/or USB with cables
- **Software** : OEM S/w with CD
- **Operational manual** : In printed form (English)
- **Power requirement** : 230 V \pm 10%, 50 Hz AC (direct or with AC adopter)

3. Pulse Oxymeter

- Mains cum rechargeable battery operated
- Low battery indicator
- Battery life 3 hours minimum
- Mains input 230 Volts, 50 Hz.
- ON/OFF Facility.
- Green LED Line indicator lamp.
- Real time clock showing date, month, year,
- Hour minutes display type LCD
- Contrast adjustment for LCD display
- Flat touch membrane operation keys
- Display of continuous plethysmograph at 25 mm/sec
- Display of graphical signal strength
- Display of numerical value of SpO2 from 0% to 100%
- Resolution of SpO2 display 1%
- Display of numerical value of pulse rate
- Resolution of pulse rate display 1BPM
- Pulse rate indicator for a range of 30-250 beats per minute.
- pulse tone variation with change in SpO2 value (volume adjustable)
- audiovisual alarms
- alarm mute facility
- Wide high pulse rate alarm settings
- Wide low pulse rate alarm settings.
- 24 hours displayed trends of SpO2%, pulse rate, status
- Standard accessories- power cord, SpO2 cable with finger probe for adults, for paediatrics & for neonates.
- 15V DC/1.5A AC DC adapter.
- Operational manual.

4. Digital B.P. instrument

- Measurement technique **Auto oscillation**
- Displayed parameters Systolic pressure, diastolic pressure, mean pressure and PR
- Mode of operation Manual, auto and continuous

- Measurement interval in auto mode
1/2/3/4/5/10/15/30/60/90/120/180/240/480 minutes
- Measurement time in continuous mode 5 minutes mmHg
- **Adult, Paediatric, Neonate**
 - Systolic pressure:- 40 to 270 40 to 200 40 to 135
 - Diastolic pressure:- 10 to 210 10 to 150 10 to 100
- **Measurement range in normal mode**
 - **Mean pressure:-** 20 to 230 20 to 165 20 to 110
- **Measurement precision**
 - Maximum average error: ± 5 mmHg
 - Maximum standard deviation: 8mmHg
 - Resolution: 1mmHg
- **Static pressure**
 - Measurement range:-0 to 300mmHg
 - Static accuracy:- ± 3 mmHg
- **Over-pressure protection by software**
 - Adult: 297 ± 3 mmHg
 - Paediatric: 240 ± 3 mmHg
 - Neonate: 147 ± 3 mmHg
- **Over-pressure protection by hardware**
 - Adult: 330 mmHg
 - Paediatric: 330 mmHg
 - Neonate: 165 mmHg
- **Default start pressure**
 - Adult: 178 ± 5 mmHg
 - Paediatric: 133 ± 10 mmHg
 - Neonate: 67 ± 5 mmHg
- **PC Interface:-** Serial and/or USB with cables

5. Glucometer

- **Test** : Glucose
- **Sampling Size** : 0.01 to 3 μ L of whole blood

- **Measuring range** : Blood is automatically drawn
- **Test Principle** : Electrochemical
- **Specificity** : Sensor reacts specifically with d-glucose
- **PC interface** : USB or Serial or wireless
- **Power** : Battery operated

6. Electronic Stethoscope

- **Listening Mode** : slow, high
- **Frequency Range** : 20 – 20,000 Hz
- **Tube Length** : 18”
- **Volume Control** : 15 – 90 Db
- **PC interface** : USB or Serial or wireless

Features:

- 2-position filter switch to listen high or low frequency.
- Adjustable binaural and ear tips to ensure all-day comfort.
- Long-life lithium ion battery

7. Foetal Heart Rate Monitor:

- **Technique** : Continuous Doppler with Auto Correlation
- **Frequency** : 2.5 MHz
- **Intensity** : < 10 Mw/sq. cm
- **HR Range** : 30 to 240 BPM

Uterine Contraction

- | | | |
|-----------------------|---|------------|
| • Range | : 0-100 mmhg | |
| • Bandwidth | : 0-0.2 Hz | |
| | HR | UA |
| • Chart Width | : 7 cm | 4 cm |
| • Scaling | : 30 bpm/cm | 25 mmHg/cm |
| • Range | : 30-240 bpm | |
| • Resolution | : 1 bpm | 1 mmHg |
| • Speed | : 1/3 cm/min | |
| • PC Interface | : USB or Serial or wireless | |
| • Power Input | : 230 V \pm 10%, 50 Hz AC (direct or with AC adopter) | |

Analysis Parameters: Baseline Heart Rate, Short term variability, No. of foetal movements, No. of accelerations, No. of decelerations, No. of uterine contractors, Duration between uterine contractors

Features:

- Should contain standard accessories like : Ultrasound transducer, Toco transducer, Patient marker switch, Jelly bottle Continuous and Accurate monitoring of FHR
- Multi-crystal array transducer
- CTG & UA recording on plain paper
- Multiple test recording
- Complete documentation of patient graphics
- Online acquisition as well as offline downloads

8. **Digital Camera for Microscope: to be fixed on existing binocular microscope at selected PHC/CHC**

- An integrated digital Camera with resolution 7 mega pixel with High resolution Frame speed 18 frames/sec., pixel Size: 5.2 micron x 5.2 micron.
- Colour Depth 30 bit, Exposure time 103 micro sec to 1.6 sec.
- Interface: Single fire wire cable with adapter 0.63 x
- Software viewing multiple view images as well as printing for the same.

9. **X-ray film scanner/digitizer-Monochrome (colour acceptable)**

Film size	: 12" x 17"
Scan area-Transparency	: 14" x 17"
Optical resolution	: minimum 3200 x 1600 dpi
Optical density range	: up to 3.7
Bit depth	: 14 bits (48 bits for colour)
PC interface	: SCSI/SAS and/or USB with cables
Software	: OEM S/w with CD
Operational manual	: In printed form in English
Power requirement	: 230 V \pm 10%, 50 Hz AC (direct or with AC adopter)

10. **Tele-Pathology Microscope including Camera**

A compound microscope, digital still/video camera for tele-pathology applications, microscope system with modular concept upgrade able to phase contrast, dark field contrast, fluorescence, photomicrograph and analysis, Delta/infinity corrected optics.

- Optics : Delta/infinity corrected with harmonic components
- Focusing : Three gear focusing system
- Stage : Scratch resistance stage with 3-gear drive, R.H. Operation
- Nose-Piece : 6 fold for 6 objectives
- Objectives : Standard achromat objectives, magnification 4X, 10X, 20X,

- Eye Pieces : 40X, 100X, oil with phase contrast, BF/DF observations.
- Illumination : 10X 22X with harmonic components optics
- : 12V, 30 W stabilized

Trinocular tube:

Binocular with fixed photo tube /1X with 30 deg. Viewing angle with inter-pupillary distance adjustment from 55mm-75mm, with constant focus and beam splitter position vis/photo 50/50% fixed, condenser sub stage: universal condenser upgradeable for phase contrast dark field and bright field 0.90/1.25.

Filter Magazine:

Built in the stand with day light filter, green & neutral density filter 16%. The filter changing level is near to X 1Y knob of the stage for agronomy field diaphragm built in stand.

Digital Still Colour Camera for Pathology microscope

Sensor	: 4 M Pixels CCD (or Higher)
Picture resolution	: up to 1600 x 1200 pixels or higher
Focus	: Auto focus with manual focus mode
Compression	: None and JPEG Baseline compliant
Output file format	: JPEG/Exif 2.2
Optical zoom	: 3.0 X (minimum)
On-camera monitor	: 1.5" LCD colour or larger
PC interface	: USB with cable
Video output	: Real time PAL-B with cable
Camera optical interface	: Optical coupler for camera
Software	: OEM S/w with CD
Operational manual	: In printed form (English)
Battery type	: Rechargeable Li-on
Battery charger	: Operating with 230 V \pm 10%, 50 Hz AC power supply

Minimum Hardware Specifications for Level – 1 Centers		
S.N.	Item	Qty
1.	<p>Desktop</p> <ul style="list-style-type: none"> • Intel Core2Duo 3.0GHz (or equivalent), 4 GB RAM, 320GB SATA2 HDD, DVD-RW Drive, onboard Video memory 16 MB • Appropriate 3rd party Software • Windows XP Professional, MS Office 2007 Standard & Antivirus • Integrated Graphics Card • Keyboard and mouse (<i>Optionally Wireless</i>) • 21” TFT LCD monitor • Serial, 4 USB ports (2 at front), 1 Keyboard, 1 Mouse, 2 100/1000 NIC –RJ45 ports • 1 Remote Management Port (TCP/IP based): (it is used for GUI interface to monitor & manage the server performance remotely.) 	01
2.	<ul style="list-style-type: none"> • A4 Size Mono Laser Printer (23 ppm, 600 X 600 dpi Resolution, Minimum 250 MHZ Printer Processor or System Processor Utilization, Minimum 32 MB RAM, PCL 5E/Post script support, Automatic Duplex printing, High Speed USB 2.0 & inbuilt Network connectivity) • 4-port USB Hub • Network device – 16 port 100/1000 Mbps Auto sense unmanageable Switch and patch cables • Line Interactive UPS capable of supporting the all the equipments (IT hardware and medical Equipment @ each location) with 4 Hours backup 	01
3.	<p>IP /Codec based Video Conferencing Kit</p> <ul style="list-style-type: none"> • 2 Mbps (Uplink and Downlink) • 32” LCD TV (<i>with wall mounting kit</i>) • High Quality Web-Camera(minimum 640x480 Video Capture resolution) for interaction during Online Tele-Consultation • High Quality Microphone, Stereo Speakers and Headset 	01
4.	<p>Telemedicine software (either of following)</p> <ul style="list-style-type: none"> • Interactive Self-sufficient (<i>with remote interactive connect to LEVEL-2 units</i>) • Local Web-based reduced-functionality module (<i>with connectivity to remote Web-based Server</i>) 	01
5.	<ul style="list-style-type: none"> • Digital thermometer • ECG Machine – Simultaneous Type 	01

	<ul style="list-style-type: none"> • Pulse Oxymeter • Digital B.P. instrument • Glucometer • Electronic Stethoscope • Foetal Heart Rate Monitor • Digital Camera for Microscope • X-ray film scanner/digitizer-Monochrome (colour acceptable) • Tele-Pathology Microscope including Camera 	
6.	Connectivity device (either of them) <ul style="list-style-type: none"> • ADSL2+ / CDMA / PSTN Modem • Wi-MAX CPE • Fiber Optic CPE 	01
7.	Optionally 2/4 module router with items in S.N. 6 <i>(in case of multiple connectivity medium)</i> <i>In case of ISDN lines, dial-up router must be taken</i>	01

Minimum Hardware Specifications for Level – 2 Centers

S.N.	Item	Qty
1.	Telemedicine Server Platform <ul style="list-style-type: none"> • 2x Dual Core Intel Xeon 3.2 GHz (or equivalent), 8 GB RAM, DVD-RW Drive, Dual 10/100/1000 NIC, Remote management • Appropriate 3rd party Software • Operating System (depending on telemedicine solution chosen): <ul style="list-style-type: none"> ○ Windows 2003 R2 Standard Server, MS Office 2007 Standard, Antivirus & MS SQL Server ○ RedHat Enterprise Linux 5 Standard, PostgreSQL • Integrated Graphics Card • Wireless Keyboard and mouse • 32" TFT LCD monitor • Onboard RAID Controller and Hot-swap disks <ul style="list-style-type: none"> ○ 2x 36 GB SCSI / SAS RAID-1 <i>for OS</i> ○ 4x 300 GB SCSI / SAS RAID-6 	01
2.	Desktop <ul style="list-style-type: none"> • Intel Core2Duo 3.0GHz (or equivalent), 4GB RAM, 320GB SATA2 HDD, DVD-RW Drive, onboard Video memory 16 MB • Appropriate 3rd party Software • Windows XP Professional, MS Office 2007 Standard & Antivirus 	03

	<ul style="list-style-type: none"> • Integrated Graphics Card • Keyboard and mouse (<i>Optionally Wireless</i>) • 21" TFT LCD monitor • Serial, 4 USB ports (2 at front), 1 Keyboard, 1 Mouse, , 2 100/1000 NIC –RJ45 ports • 1 Remote Management Port (TCP\IP based): (it is used for GUI interface to monitor & manage the server performance remotely.) 	
3.	<ul style="list-style-type: none"> • A4 Size Mono Laser Printer (23 ppm, 600 X 600 dpi Resolution, Minimum 250 MHZ Printer Processor or System Processor Utilization, Minimum 32 MB RAM, PCL 5E/Post script support, Automatic Duplex printing, High Speed USB 2.0 & inbuilt Network connectivity) • 4-port USB Hub • 16 port 100/1000 Mbps Auto sense unmanageable Switch and patch cables • Line Interactive UPS capable of supporting the all the equipments (IT hardware and medical Equipment @ each location) with 4 Hours backup 	01
4.	<p>IP / Codec based Video Conferencing Kit</p> <ul style="list-style-type: none"> • 2 Mbps (Uplink and Downlink) • 40" LCD TV (<i>with wall mounting kit</i>) • High Quality Web-Camera (minimum 640x480 Video Capture resolution)for interaction during Online Tele-Consultation • High Quality Microphone, Stereo Speakers and Headset 	01
5.	<p>Telemedicine Client software (either of following)</p> <ul style="list-style-type: none"> • Interactive Telemedicine Client (<i>with interactive connect to Telemedicine Server</i>) • Local Web-based access (<i>with connectivity to Web-based Server</i>) 	01
6.	<p>Telemedicine Server software (either of following)</p> <ul style="list-style-type: none"> • Interactive Telemedicine Serve with Web access module • Web-based Telemedicine Serve 	
7.	<p>Connectivity device (either of them)</p> <ul style="list-style-type: none"> • ADSL2+ / CDMA / PSTN Modem • Wi-MAX CPE • Fiber Optic CPE 	01
8.	<p>Optionally 2/4 module router with items in S.N. 6 (<i>in case of multiple connectivity medium</i>) <i>In case of ISDN lines, dial-up router must be taken</i></p>	01

Guidelines for the Video Conferencing

- Bandwidth of at least 2 Mbps (2ways- uplink and downlink)
- Support for H.263, H.263+, H.263++, H.264, H.323, SIP standard
- Support for Firewall protocols
- Minimum transmission 25 Frames per second
- MCU @ any one tertiary hospital acting as central hub for managing VC across all the nodes
- IPVCR - for recording the VC at any one tertiary hospital acting as central hub
- All the nodes (3 per hospital* 4 = 12 nodes) at level 2 –Tertiary hospitals shall work simultaneously
- IP/ Codec based VCR - for recording the VC at Tertiary hospitals(recording of all the sessions at all the nodes have to be present in the storage server post recording @ IP/Codec based VCR

Minimum Telemedicine Application Software features

- All diagnostic equipments should have interface with TM software and diagnostic result should automatically enter in the TM software
- Telemedicine and Video Conferencing software should be in one software application
- Chat room security
- Minimum typing The need for data entry should be allowed in the software should be minimum
- Patient queuing feature should be available
- The complete telemedicine software should be of client-server architecture and should be browser based.
- The telemedicine server software shall run on latest version Linux or Windows server OS.
- Database has to be on RDBMS structure.
- The telemedicine software shall be layered and module based.
- Patient file/data/image management, using relevant events of CDA & ADT subsets of international standards (HL7)
- Electronic Medical Record shall allow import of text files, physician notes and audio files.
- Customization of menus and format as per user requirement.
- Database capability / Support for storing multiple specialty hospitals information with unique identification.
- Database capability / Support for multiple specialty doctors under each hospital with unique identification.
- Database capability / Support for multiple remote hospitals with unique identification.
- Database capability / Support for multiple patients for each remote hospital with a unique identification.
- Provision for server system administrator to enter and manage doctor's information including specialization and time of Tele-consultation and as defined in HL7 to be entered at level 2.
- Provision for choosing a doctor from the available list of doctors at the patient end hospital for Tele-consultation.
- Personalised Dashboard Provision for doctor(s) to view list all patients referred to him/her upon login and their status.
- Functionality supporting the level 1 doctor to view the level 2 doctor's recommendation upon login.
- Identification of patient information / medical history at the level 2 with referred hospital with unique id for each patient.
- Provision for patient's multiple visits and previous medical records should be accessible during follow-up.

- Provision for follow up information of level 1 doctor and level 2 doctor of a patient for each visit.
- Support for report generation for all data entered by client (doctor and patient ends) and prescription generation. (Report generation printouts)
- DICO Misation of diagnostic image should preferably be done automatically.
- The vendor has to specify the current implementation of DICOM standards. If not implemented addition of DICOM compliance as a module upon incorporation of DICOM compliant diagnostic equipment at patient end.
- Authentication of doctors at patient end and specialist end for the data entry/retrieval/viewing.
- Modification/Alteration/Deletion of patient data, clinical data and images once authenticated should not be allowed.
- Data protection and backup facility for super specialty hospital and each client hospital attached connected to it should be ensured.
- Provision to import and export complete patient information from client hospital to specialist hospital and vice versa.
- Server should have provision for data backup.
- Interoperability with other vendor systems including the transfer of complete patient information to other vendor system. Vendor should supply list of interoperable systems from other vendors.
- The functions required are Patient file/data/image management, using international standards (HL7), details on Diagnostic data, reports generation & images related to at least the following fields of medicine:

Patient data : A readymade format to enter the required and sufficient data on patient demography and medical history

Chapter 10

FORM 1: Bid Proposal

Date:

Tender No.:

To

Sir / Madam

Having examined the bidding documents, including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for running the proposed State Telemedicine Network in Gujarat for the Commissionerate of Health, in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith (Form 2) and made part of this bid.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to fixed amount based on the estimation of the total project cost for the due performance of the Contract, in the form prescribed by the Commissionerate.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening as mentioned under the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name: _____

Address: _____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20 ____

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

FORM 2. Particulars of the Bidding Organization(s)

In the case of a bidding consortium, this form needs to be submitted for each member of the consortium.

1. Tender for Selection of Service provider for setting up and running the Gujarat State Telemedicine Network for the Commissionerate of Health, Gujarat.	
2. Name and full address of the firm/ Company/ Organization	
3. Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address Company website	
4. Income Tax Registration number. (PAN)	
5. Service Tax Registration No.	
6. Years of operations in India.	
7. Whether Public Limited Company or Private Limited Company or any other entity (Give details)	
8. In case of a company, details of Director, Managing Director etc and their Share holding and their respective liabilities in carrying this tender and discharge of subsequent	
9. Does the company have an office in Gujarat? If so, provide address of the office and details of the activities conducted in the office.	

10. Name and addresses and designation of the persons who will represent the Bidder while dealing with DHFW (only required for the lead bidder). (Attach letter of authority)	
11. Has the company been blacklisted by any state or central government entity, including PSUs.	
12. Details of service / support network and infrastructure available in India. (If Any)	
<p>Note: Above details are mandatory, Bidder may use additional sheets for above submittals.</p> <p>(Authorised Signatory)</p> <p>Name: _____</p> <p>Designation & Authority: _____</p> <p>Place: _____</p> <p>Date: _____</p> <p>Stamp: _____</p> <p>Company Name: _____</p> <p>Business Address: _____</p>	

FORM 3. Performance Bank Guarantee

To: **Commissionerate of Health, Medical Service and Medical Education-
Gandhinagar**

WHEREAS _____ (*Name of Service provider*) hereinafter called "service provider" has undertaken, in pursuance of Contract No. _____ date _____ 20 _____ to render services **for setting up and operating the State Telemedicine Network in Gujarat for Commissioner of Health, Medical Service and Medical Education, Gujarat** hereinafter 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 from a Nationalized bank for the sum specified therein as security for compliance with the Supplier / service provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier / service provider a Guarantee:

WE, THEREFORE, hereby affirm that we are Guarantors and responsible to you, on behalf of the service provider, up to a total of Rs ----- and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the Contract and without cavil or arguments, any sum or sums within the limit of Rs ----- (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____
Signature and Seal of Guarantors

Date _____

Address _____

FORM 4. Past Experience

For each project being shown as relevant past experience of providing services being described in the document, please provide a profile based on the following template. Please provide only broad details of the projects.

S.No.	Information Sought	Details
Customer Information		
1	Customer Name	
2	Name of the contact person from the client organization who can act as a reference with contact coordinates	
	Name	
	Designation	
	Address	
	Phone Number	
	Mobile Number	
	Email ID	
Project Details		
3	Project Title	
4	Start Date / End Date	
5	Current Status (In Progress / Completed)	
6	Number of responding firm's staff deployed on this project (peak time)	
Value of the Project		
7	Order value of the project (in rupees lakhs)	

8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this Tender is floated	
9	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated	
10	Description of the key areas where significant contributions are made for the success of the project	
11	Order Copies & Performance Certificate received from Client is attached with this statement	

FORM 5. Part 1: Key Personnel

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

S. No.	Proposed Role	No. of Resources	Area of Expertise	Key Responsibilities

Part 2: CV for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

S. No.	Description	Details
1	Name	
2	Designation	
3	Role proposed for	
4	Current responsibilities in the responding firm	
5	Total years of relevant experience	
6	Years of experience with the responding firm	
7	Educational qualifications:	
	Degree	

	Academic institution graduated from	
	Year of graduation	
	Specialization (if any)	
8	Professional certifications (if any)	
9	Professional Experience details (project-wise):	
	Project name	
	Client	
	Key project features in brief	
	Location of the project	
	Designation	
	Role	
	Responsibilities and activities	
	Duration of the project	
10	Covering Letter: Summary of the Individual's experience which has direct relevance to the project (maximum 1 page)	

Each CV must be accompanied by the following undertaking from the staff member:

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

Date:

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____



Stamp: _____

Company Name: _____

Business Address: _____

FORM 6. Financial Bid

As part of the financial proposal, the Bidder/Consortium is required to propose quarterly rental for each Level that it would charge the Commissionerate of Health for providing the services listed as part of the Scope of Work in this document.

Levels	Quarterly Charges for services specified in RFP including Telemedicine Solution, IT infrastructure, Central Wide area network, Connectivity, Medical Equipments, Storage, Manpower & Training etc. (Rs.) (4 hours* 5 days * 12 weeks)	No. of Units	Total
Level -1 A. PHC		24	
Level -1 B. CHC		10	
Level -1 C. District Hospital		2	
Level -2 A. Tertiary Hospital		4	
Total Cost for 1 Quarter (A)			
Fb = Total Cost for 5 years (B = A* 20)			

Note: Taxes are extra as applicable at the time of invoicing.

“Fb” will be used for commercial bid evaluation.

Form 7 Affidavit

(On Non judicial Stamp paper of Rs. 100/- duly attested by the First class Magistrate/Notary Public)

To
The

-----,

Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for 104 Non Emergency Helpline. (In conformity with the said Tender Documents).

We undertake, if our bid is accepted, to provide call center facility, required algorithm, medical personnel, in accordance with the terms and conditions in the Tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 120 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or **debarred by any Govt. Department/PSU in Gujarat Government** in the past 5 years, ending on 31st December 2010. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any Govt. Department/PSU in India regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any Govt. Department/PSU in India.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract



Dated this _____ day of _____ 2011

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of _____

Note: This form should be signed by authorized signatory of bidder/ lead bidder in case of consortium.