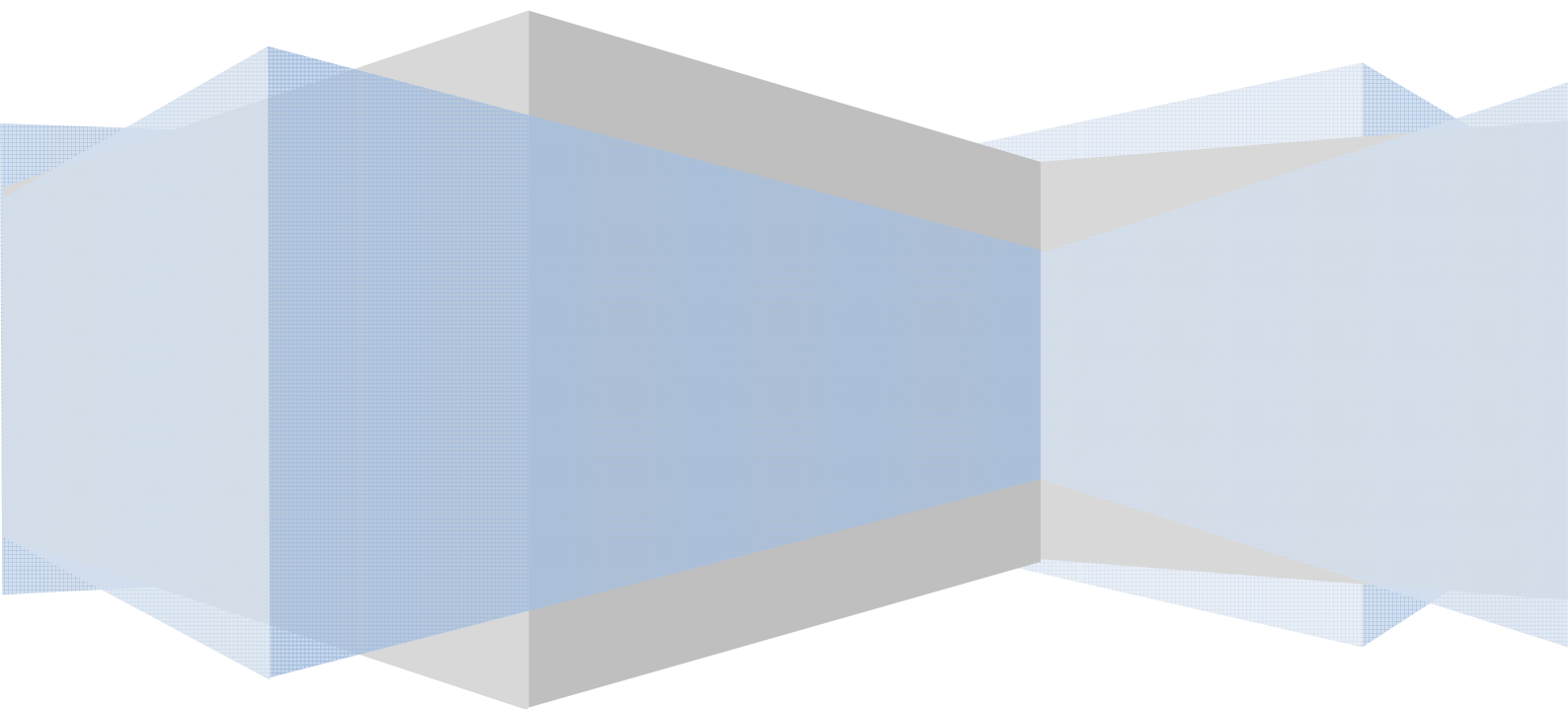


**RFP FOR APPOINTMENT OF
CONSULTANT FOR E-
HEALTH SYSTEM, HEALTH
DEPARTMENT, GOVT. OF
MEGHALAYA**

RFP NO:HSM/Gen/NRFP/5/12/15912 DATED: 20TH FEB 2012



**Request for Proposal for Appointment of Consultant
for E-Health System (e-HS) of Health Department, Govt. of Meghalaya**

Tender No. : HSM/Gen/NRFP/5/12/15912

Dated. : 20TH FEB 2012**Invitation to Bidders:**

The Directorate of Health Services, Government of Meghalaya, Shillong invites sealed bids under two envelopes system, from bidders for “**Appointment of Consultant for E-Health System (eHS), Government of Meghalaya**”. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

Contact Person

- Dr. A.C. Hazarika
Director Health Services (MI)
Health Complex, New Colony, Laitumkhrah
Shillong – 793 003
Phone & Fax: 0364- 2224354 Email:dhsmi@rediffmail.com

Sr. No	Particulars	Details
1	Cost of Bid Document (DD)	Rs. 2,000/- non-refundable
2	Start Date for Sale of Bid Document	20 th February 2012
3	Last Date for submission of Queries	02 nd March 2012 up to 3:00 PM
4	Pre-Bid Meeting at Shillong	05 th March 2012
5	Issue of Corrigendum	06 th March 2012
6	Last Date of submission of Bids	19 th March 2012 up to 3:00 PM
7	Opening of Pre-Qualification Bids & Technical Bids.	19 th March 2012; 4:00 PM
8	Date of Technical Presentation by Bidders	22-23 Mar 2012
9	Earnest Money Deposit (EMD)	The Bidder shall furnish as part of its Bid an Earnest Money Deposit (EMD) of 10,00,000/- (Rupees Ten Lakhs only) and should be in the form of a Demand Draft valid for six months from the date of issue and issued by a Nationalized or Scheduled Bank in favor of Director Health Services (MI) payable at Shillong.
10	Place of Bids collection, submission and Opening of tender.	Office of Director Health Services (MI) Health Complex, New Colony, Laitumkhrah Shillong – 793 003

Note:- Tender can be downloaded from the website <http://meghealth.nic.in>. In case tender form has been downloaded from the website, the tenderer will have to enclose a Demand Draft of Rs.2000/- (Rupees Two Thousand only) of any Nationalised Scheduled Bank in favor of Director Health Services (MI), payable at Shillong, along with the tender.

Sd/-

Director Health Services (MI)
Government of Meghalaya, Shillong

1. FACT SHEET

CLAUSE REF	TOPICS
4.	The method of selection is: Quality & Cost Based Selection
3.4.2	<p>RFP can be Collected from the following address on or before 16th March 2012 up to 4:00 PM : Dr. A.C. Hazarika Director Health Services (MI) Health Complex, New Colony, Laitumkhrah Shillong – 793 003 Phone & Fax: 0364- 2224354 Email: dhsmi@rediffmail.com</p> <p>by paying the document Fee of Rs. 2000/- by Demand Draft in favour of Director Health Services (MI) and payable at Shillong from any of the scheduled commercial bank OR Downloaded from http://meghealth.nic.in. However in this case, the bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.</p>
3.4.3	Earnest Money Deposit of amount Rs 10,00,000/- by Demand Draft in favour of Director Health Services (MI) and payable at Shillong from any of the nationalized or Scheduled commercial Bank.
3.3	<p>A pre-Bid meeting will be held on 05th March 2012 at 2.00 pm The name, address, and telephone numbers of the Nodal Officer is: Dr. A.C. Hazarika Director Health Services (MI) Health Complex, New Colony, Laitumkhrah Shillong – 793 003 Phone & Fax: 0364- 2224354 Email: dhsmi@rediffmail.com</p> <p>All the queries should be received on or before 02nd March 2012 up to 3:00 PM, either through post, fax or email.</p>
3.7.2	Proposals must remain valid for 90 days after the submission date, i.e., until: 16 th June 2012
3.4.4	<p>Bidders must submit</p> <ul style="list-style-type: none"> • An original and one additional copy of each proposal along with one copy of non-editable CD for Prequalification & Technical Proposal • One original copy of the Commercial Proposal
3.5.3	The proposal submission address is: Dr. A.C. Hazarika Director Health Services (MI) Health Complex, New Colony, Laitumkhrah Shillong – 793 003 Phone & Fax: 0364- 2224354 Email: dhsmi@rediffmail.com
3.5.3	Proposals must be submitted no later than the following date and time: 19th March 2012 up to 3:00 PM

2. BACKGROUND INFORMATION

The Directorate of Health Services, Government of Meghalaya is the Administrative Department. It is responsible for overseeing and co-coordinating the functions of the 3 (three) Directorates i.e. The Directorate of Health Services – (i) Medical Institutions, (MI), (ii) Maternal Child Health & Family Welfare (MCH&FW), (iii) Research, so as to ensure uniform implementation of Governmental procedures.

2.1. BASIC INFORMATION

- a. The Health Services Department, Government of Meghalaya invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Consulting agencies (“Bidders”) for the provision of the e-Governance consulting services as described in this RFP, “Scope of Work”. The Health Services Department, Government of Meghalaya is the Nodal Agency for this public procurement.
- b. Any contract that may result from this public procurement competition will be issued for a term of 3 years.**
- c. The Health Services Department, Government of Meghalaya reserves the right to extend the Term for a period or periods of up to 5 years on the same terms and conditions.
- d. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement

2.2. PROJECT BACKGROUND

The Health Services Department, Government of Meghalaya provides the following primary services to various stakeholders as listed below:

a. Citizen

- Preventive Health Care Services, Promotive Health Care Services, Routine Curative Services, and Rehabilitation Services through a network of hospitals, Community Health Centres, Primary Health Centres, Sub Centres, dispensaries from the District to the remotest villages in the state.
- Registration of Births & Deaths.
- Registration of Nurses.
- Registration of AYUSH doctors.
- Medical Education.

b. Businesses

- Registration and monitoring of medical institutions, pharmacies and wholesalers
- Price and quality Control on Drugs
- Registration and monitoring of food outlets
- Registration and monitoring of PNDT facilities within the State

c. Government

- Distribution of drugs, life saving medicines, surgical equipments, in Hospitals, PHCs, CHCs, Sub Centres and Dispensaries across the state.
- Management and maintenance of a network of health facilities within the State.
- Implementation and monitoring of various central programmes on public health and disease control like

- IDSP (Integrated Disease Surveillance Project)
- Central programmes for Leprosy, Malaria, Tuberculosis, Control of Blindness, AIDS etc.
- Administrative and HR related services
- Maintenance and analysis of vital statistics like birth rate, death rate etc.
- Training of health care providers within the State

2.3. KEY INFORMATION

2.3.1. Existing IT Systems in the State

Though there has been no comprehensive e-Governance initiative encompassing the entire Department till date, there have been separate attempts to computerize and automate certain activities within some sections of the Department with various degrees of success. Some of the activities which have been taken up are the following:

- Implementation of Hospital Management System in Ganesh Das Hospital, Shillong
- There has been an attempt by the state NIC to computerize certain functions within the Directorate and applications were developed for the following sections.
 - Establishment section
 - Drug section
 - Hospital and Dispensary
 - Statistics
 - Engineering

However, due to lack of hardware and trained personnel, these applications are not being fully utilized currently.

For the Integrated Disease Surveillance Project (IDSP), partial computerization has been achieved with the State and District level Surveillance Units being computerized. However the process of collection of Data from all the peripheral units like CHCs, PHCs, hospitals etc to the District level is still manual.

An application for registering Births and Deaths and issuing certificates for the same has been developed by the state NIC. However the application is not online, all the installations are standalone. As a result, there is no way to track Birth and Death data for the entire state through the application. Due to lack of hardware, it has been possible to install the application only in a few hospitals, municipal boards and at the state headquarter.

For monitoring of immunization programmes within the state, the RIMS (Routine Immunization Monitoring System) application is currently present at the State and District level. However data gathering below the District level is still manual. Many offices / health facilities within the State have installed standalone computers which are mainly being used for basic activities such as word processing.

2.3.2. Existing DPR. A detailed DPR for the same requirement was prepared by a professional agency in the year 2009. This document needs to be revisited and realigned so as to incorporate present day requirements and available technological

advancements/department resources and services like citizen insurance etc. This existing DPR would be made available to all prospective bidders, on demand. The revised DPR would thus form the bases of formulating RFP for the proposed project implementation.

2.3.3. Some of the lessons learnt from these initiatives are given below :

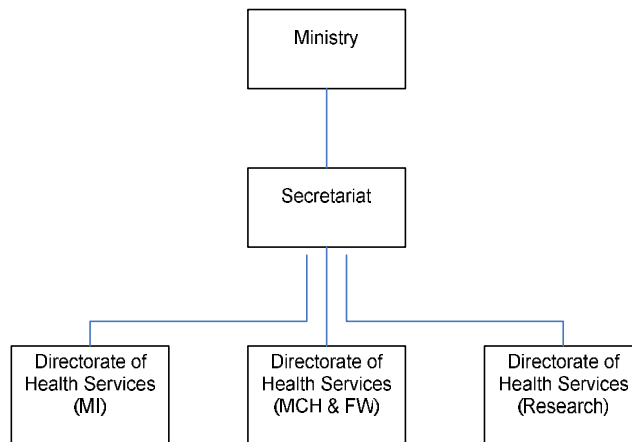
- It is very important to take along all the stakeholders who will be using or who will get affected by the new technology, otherwise acceptance levels are low and the new system may not be used to its full potential.
- The senior functionaries within the Department should be committed to the initiative and should support it wholeheartedly.
- Creation of awareness about the new system, training and change management are essential for the success of any such initiative.
- The integration with and leveraging of the State Core Infrastructure projects like SWAN, SDC and CSC should be part of any IT or e-Governance initiative planned to be taken up in the future.
- For large scale projects a lot of post go live support is required till the new system stabilizes.
- It is better to follow an integrated approach for the entire Department otherwise we may end up with multiple systems integration which later becomes a large and complex activity.

2.4. ABOUT THE DEPARTMENT

2.4.1. DEPARTMENT ORGANISATIONAL STRUCTURE

The Health Services Department, Government of Meghalaya is the Administrative Department. It is responsible for overseeing and coordinating the functions of the 3 (three) Directorates

- Directorate of Health Services, MI (Medical Institutions)
- Directorate of Health Services, MCH&FW (Maternal and Child Health and Family Welfare)
- Directorate of Health Services, Research

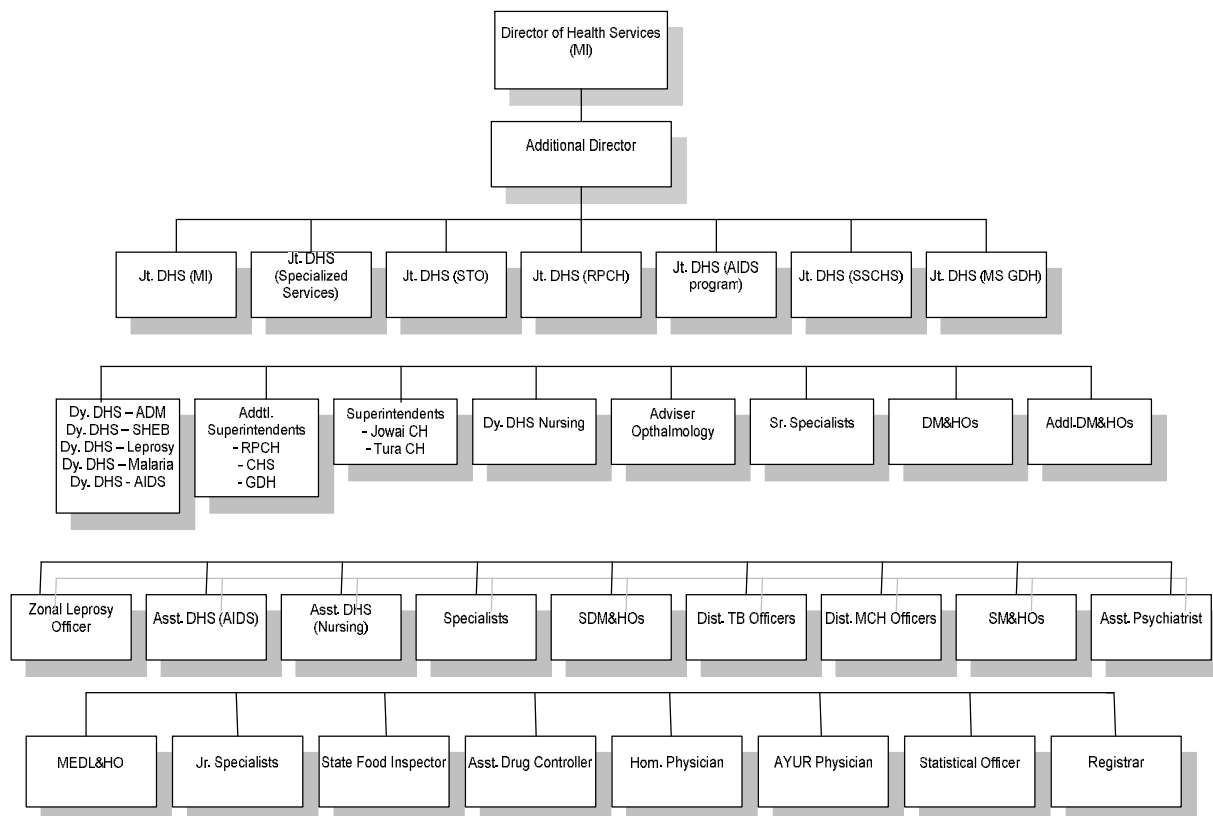


The Secretariat is mainly responsible for issue of statutory rules, notifications/order pertaining to health care of all citizens and convey of financial sanction order pertaining to schemes under Health Services programmes.

Directorate of Health Services, MI (Medical Institutions)

The Directorate of Health Services, (Medical Institutions) is responsible for establishment, administration, regulation and monitoring of Medical and Health Institutions (primary, secondary and tertiary) along with handling the necessary supporting infrastructure within the state, medical education, food safety and drug control and monitoring and implementation of various programmes related to public health and disease control.

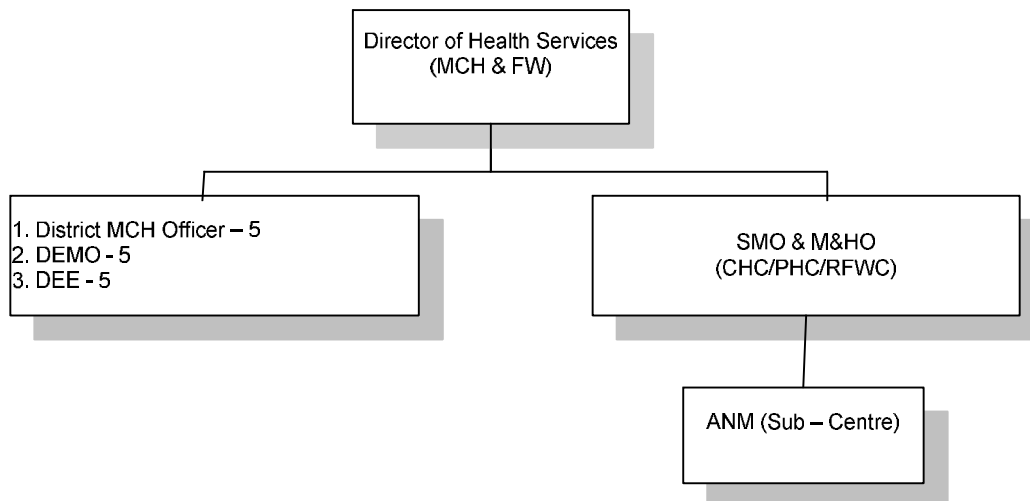
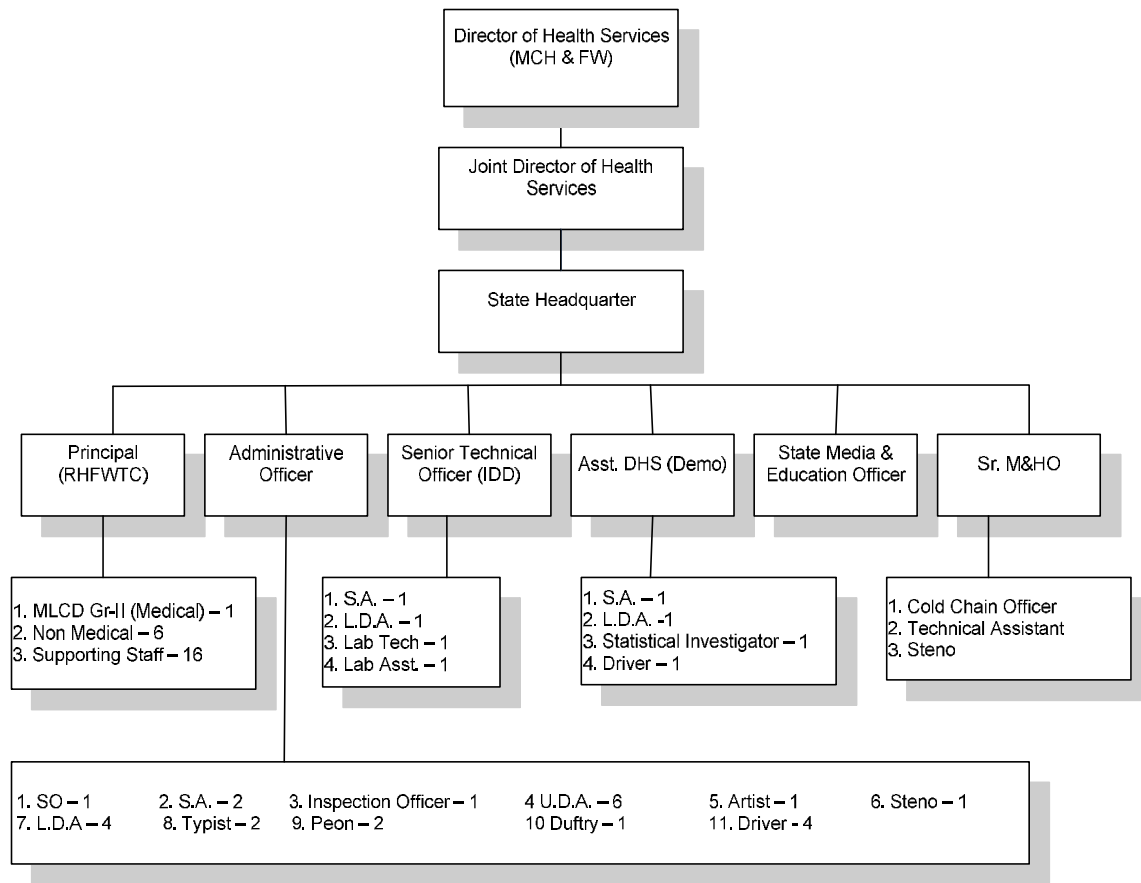
The organization structure of the directorate is given below.



Directorate of Health Services, MCH&FW (Maternal and Child Health and Family Welfare)

The directorate of MCH&FW is responsible for monitoring and implementation of the centrally sponsored schemes implemented in the State to cater to the health needs of women and children.

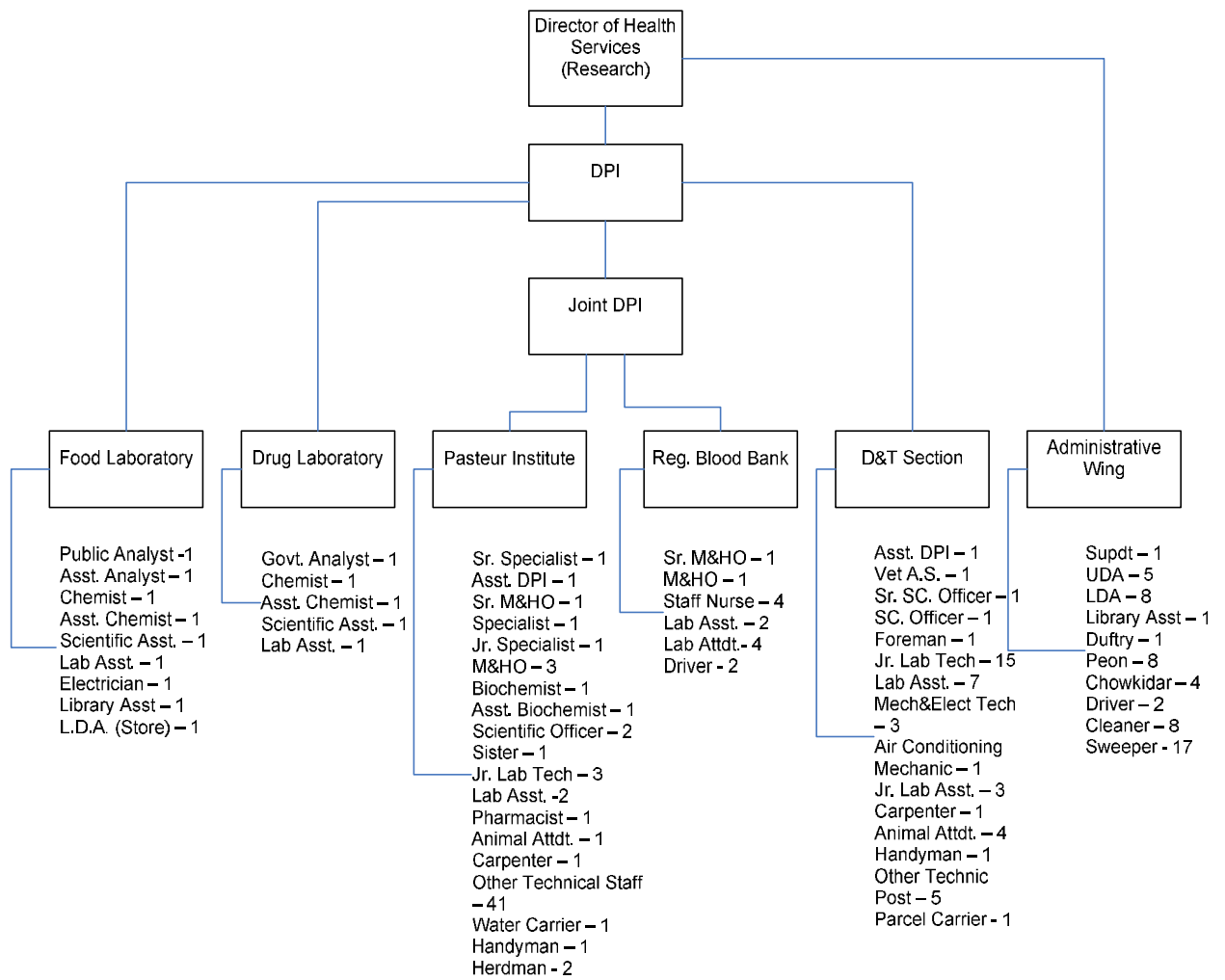
The organization structure of the directorate is given below.



Directorate of Health Services, Research

The Directorate of Health Services, Research, is responsible for the research and laboratory testing related activities for the Department of Health and Family Welfare apart from housing the Regional Blood Bank and laboratory animal breeding facilities.

The organization structure of the directorate is given below.



3. INSTRUCTION TO BIDDERS

3.1. General

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by The Health Services Department, GoM on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Health Services Department, GoM. Any notification of preferred bidder status by the Health Services Department, GoM shall not give rise to any enforceable rights by the Bidder. The Health Services Department, GoM may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Health Services Department, GoM.

This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- I. Comply with all requirements as set out within this RFP.
- II. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
- III. Include all supporting documentations specified in this RFP

3.3. Pre-Bid Meeting & Clarifications

3.3.1. Bidders Queries

- a. The Health Services Department, GoM shall hold a pre-bid meeting with the prospective bidders on 05 Mar 12 at 2.00 pm at IT Department building.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to

Dr. A.C. Hazarika
Director, Health Services (MI)
New Colony, Laitumkhrah
Shillong – 793 003
Phone & Fax: 0364- 2224354 Email: dhsmi@rediffmail.com

by post, facsimile or email on or before **2nd March 2012 up to 3:00 PM**

- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1			
2			
3			

- d. The Health Services Department, GoM shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by Department.

3.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the Health Services Department, GoM will endeavour to provide timely response to all queries. However, The Health Services Department, GoM makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does The Health Services Department, GoM undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, The Health Services Department, GoM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <http://meghealth.nic.in> and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, The Health Services Department, GoM may, at its discretion, extend the last date for the receipt of Proposals.

3.4. Key Requirements of the Bid

3.4.1. Right to Terminate the Process

- a. The Health Services Department, GoM may terminate the RFP process at any time and without assigning any reason. The Health Services Department, GoM makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by The Health Services Department, GoM. The bidder's participation in this process may result The Health Services Department, GoM selecting the bidder to engage towards execution of the contract.

3.4.2. RFP Document Fees

- a. RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non refundable bank demand draft of Rs. 2000/- drawn in favour of **Director Health Services (MI), Meghalaya**, payable at **Shillong** from any scheduled commercial banks.

- b. The bidder may also download the RFP documents from the website <http://meghealth.nic.in>. In such case, the demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.4.3. Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of `10,00,000/- only,(Rupees Ten Lakhs) in the form of a Demand Draft issued by any nationalized or scheduled bank in favour of **Director Health Services (MI), Meghalaya**, payable at **Shillong**, and should be valid for **6 (Three)** months from the due date of the tender / RFP.
- b. EMD of all unsuccessful bidders would be refunded by The Health Services Department, GoM within one month of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in **Appendix 3**.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.4.4. Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner:
- Response to Pre-Qualification Criterion : (1 Original + 1 Copies + 1 CD) in first envelope
 - Technical Proposal - (1 Original + 1 Copies + 1 CD) in second envelope
 - Commercial Proposal - (1 Original) in third envelope.
- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for **Appointment of Consultant for E-Health System (eHS) of Govt. of Meghalaya** , RFP No : **HSM/Gen/NRFP/5/12/15912, Dated 20th Feb 2012** and the wordings "**DO NOT OPEN BEFORE 19th March 2012 4.00 pm**"

- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialled and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by The Health Services Department, GoM in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by The Health Services Department, GoM in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.4.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

3.5. Preparation and submission of Proposal

3.5.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative a participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by The Health Services Department, GoM to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The Health Services Department, GoM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process and other diligence activities,

3.5.2. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.5.3. Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to The Health Services Department, GoM at the address specified below:

Addressed To	Director Health Services (MI)
Name	Dr. A C Hazarika
Address	Health Complex, New Colony, Laitumkhrach, Shillong -793003
Telephone	0364 - 2224354
Fax Nos.	0364 - 2224354
Email ids	dhsmi@rediffmail.com
Last Date & Time of Submission	19 th March 2012 up to 3:00 PM

3.5.4. Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. The Health Services Department, GoM shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. The Health Services Department, GoM reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments

3.6. Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviations are provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non material deviation”. In case of any material deviations, the Committee would be entitled to reject the bid.

3.7. Evaluation process

- a. The Health Services Department, GoM will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by the Health Services Department, GoM shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP

3.7.1. Tender Opening

- a. The Proposals submitted up to 3.00pm on 19th March 2012 will be opened at 4.00 pm on 19th March 2012 by the Nodal officer or any other officer authorized by The Health Services Department, GoM, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

3.7.2. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

3.7.3. Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b. All responsive Bids will be considered for further processing as below.
The Health Services Department, GoM will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

4. CRITERIA FOR EVALUATION:**4.1. Pre-Qualification Criteria**

S. No.	Specific Requirements	Documents Required
1	Legal Entity	(a) Certificate of incorporation (b) Memorandum and Articles of Associations
2	The Bidder should not have any conflict of interest i.e. should not be involved in the business for which consultant is proposed to be appointed.	Self Certification for the purpose
3	The bidder should have positive net worth and turnover of more than Rs. 20 crores for each of the last two Financial Years	(a) Statutory Auditor's certificate for Net-worth. (b) Copy of the audited Financial Statement of the company showing turnover of the company for the last two years (09-10, 10-11) counter signed by Statutory Auditor.
4	The Bidder should have an annual Turnover from consultancy services averaged over the last 3 years of a minimum of ` 10 Crores (Rupees Ten Crores)	Copy of the audited Financial Statement of the company showing turnover of the company for the last three years (08-09, 09-10, 10-11) counter signed by Statutory Auditor. References (contact details, work orders, customer completion certificate, etc) for these projects shall be provided.
5	The Bidder must have completed at least two Integrated e-Governance Projects (as a consultant or Implementation agency) for any State Government/Central Government /Public Sector Undertaking in last 5 years.	References (contact details, work orders, customer completion certificate etc) for these projects shall be provided
6	The bidder should have provided consultancy for at least one fully integrated e-Health project in public or private sector for last 5 years.	References (contact details, work orders, customer completion certificate, etc) for these projects shall be provided
7	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the prime bidder should be attached.
8	The bidder (prime) should furnish Demand Draft / Bank Guarantee against Earnest Money for amount ` 10,00,000/- (Rupees Ten Lacs only)	D.D. / B.G. No. Bank: Date:

4.2. Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

Technical Evaluation Criteria

SN	CRITERIA	REQUIREMENTS	MAX MARKS	SUPPORTING DOCUMENTS
	COMPANY PROFILE		20	
1	Average turnover from services related to IT Consulting (i.e. revenue should be on account of IT consulting other than related to supply of hardware / IT infrastructure and their associated maintenance services packaged software etc. in last 3 years (Turnover in Rs Crores)	Equal to more than 20 cr : 5 marks Between 15 cr & 20 cr : 3 marks Between 10 cr & 15 cr: 1 marks	5	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2	Full-time professional staff engaged in Health & IT consulting services (Number of Staff)	Equal to more than 10: 5 marks Between 7 & 10: 3 marks Between 3 & 7: 1 marks Less than 3 : 0 marks	5	A self certification from authorized signatory (HR Dept)
3	Project Consultancy Service / Project Management experience for complete E-Governance Lifecycle in last 5 years.	Equal to or more than 5 projects : 5 marks 4 Projects : 4 marks 3 Projects : 3 marks 2 Projects : 2 marks Less than 2 projects : 0 marks	5	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)
4	Presence of the Consulting organization in North East for ICT projects.	No of Projects in last 5 years(Executed or In-Progress) >10 Projects: 5 marks 3-6 Projects : 3 marks 2-3 Projects: 1 mark	5	Completion Certificates from the client; OR Work Order
	RELEVANT PAST EXPERIENCE		20	
5	Experience relevant to this engagement as listed below to be demonstrated in a maximum of 20 engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should have been issued within the last 5 years, as on 31.03.2012	1 Marks per project subject to a minimum of 2 Projects and a maximum of 20 Projects	20	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)
	APPROACH & METHODOLOGY		40	
6	Approach and Methodology to perform the work in this assignment		20	A Detailed Note & Presentation

	: 1) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the RFP 2) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work.			
7	Demonstration of understanding of the Department's requirements	Assessment to be based on : – Learnings – Challenges likely to be encountered – Mitigation proposed	10	A Detailed Note & Presentation
8	Project Work Break Down structure	Assessment to be based on : – Overall Timelines – Resource Assignments (relevance to the task assigned) – Dependencies	10	A Detailed Note & Presentation
	RESOURCE PROFILE		20	
9	Resume of all consultants proposed for the assignment.	At a consultant level (5-10 years of consulting experience): Full marks, if the proposed resource has experience in 3 or more assignments of similar nature. At a Manager level (10-15 years of consulting experience): Full marks, For more than 15 years of consulting experience. Resources having qualifications from IITs, IIMs or equivalent institutions will be given additional weight age.	20	Provide the roles against which the CVs have been provided by the bidders to bring in the relevance factor required for this project

- a. The bidder with Highest Technical Evaluation Marks will be awarded 100% score. Technical Score for other than Highest bidders will be evaluated using the following formula:

Technical Score of a Bidder (Tn) =

{(Technical Evaluation Marks of Bidder/ Highest Technical Evaluation Marks) X 100}%
(Adjusted to two decimal places)

- b. **Bidders whose Technical Score is above 70, would be considered technically qualified.**

4.3. COMMERCIAL BID EVALUATION

- c. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- d. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

$$\{(Commercial\ Bid\ of\ L1/Commercial\ Bid\ of\ the\ Bidder) \times 100\}\%$$

(Adjusted to two decimal places)

- e. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f. The bid price will include all taxes and levies and shall be in Indian Rupees.
- g. Any conditional bid would be rejected
- h. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail" ;

4.4. Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 60% and 40% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.60 * T_n + 0.40 * F_n$$

Where

- Bn = overall score of bidder
- Tn = Technical score of the bidder (out of maximum of 100 marks)
- Fn = Normalized financial score of the bidder

- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5. Appointment of Consultant

5.1. Award Criteria

Health Services Department, GoM, will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

5.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Health Services Department, GoM, reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Health Services Department, GoM, action.

5.3. Notification of Award

Prior to the expiration of the validity period, Health Services Department, GoM, will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Health Services Department, GoM, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, Health Services Department, GoM, will notify each unsuccessful bidder and return their EMD.

5.4. Performance Guarantee

The Health Services Department, GoM, will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership. The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Health Services Department, GoM, at its discretion may cancel the order placed on the selected bidder without giving any notice. Health Services Department, GoM, shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Health Services Department, GoM, incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.5. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, Health Services Department, GoM, shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Health Services Department, GoM, and the successful bidder.

The Draft Master Service Agreement is provided as a separate document in Appendix IV.

5.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Health & Family Welfare Department, GoM, may award the contract to the next best value bidder, or call for new proposals from the interested bidders.

In such a case, the Health Services Department, GoM, shall invoke the PBG of the most responsive bidder.

6. Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Health Services Department, GoM, shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Health Services Department, GoM, shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Health Services Department, GoM, for, inter alia, time, cost and effort of the Health Services Department, GoM, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of the Health & Family Welfare Department, GoM, under Clause above and the rights and remedies which the Health & Family Welfare Department, GoM, may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Health & Family Welfare Department, GoM, to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Health & Family Welfare Department, GoM, during a period of <period> from the date such Applicant or Consultant, as the case may be, is found by the Health & Family Welfare Department, GoM, to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Health & Family Welfare Department, GoM, who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Health & Family Welfare Department, GoM, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Health & Family Welfare Department, GoM, in relation to any matter concerning the Project;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Health & Family Welfare Department, GoM, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Health & Family Welfare Department, GoM, shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Health & Family Welfare Department, GoM, for, inter alia, the time, cost and effort of the Health & Family Welfare Department, GoM, including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Health & Family Welfare Department, GoM, hereunder or otherwise.
- b. The Health Services Department, GoM, requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Health Services department's interests paramount, avoid conflicts with other assignments or its own interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Health Services Department, GoM.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate(or any constituent thereof) have common controlling shareholders or other ownership interest;
 - such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
 - there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Health & Family Welfare Department, GoM, for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided

further that this restriction shall not apply to consultancy services performed for the Health & Family Welfare Department, GoM, in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Health & Family Welfare Department, GoM, where the conflict of interest situation does not arise.

- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders for System Integration or any other activity for the Project, they shall make a disclosure to the Health Services Department, GoM, as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Health Services Department, GoM, shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

8. SCOPE OF WORK

The scope for the project is to be defined with reference to the set of services which would be taken up under the project. The eHealth System proposed will need to address all the activities of the Department as mentioned above. The eHealth System is envisioned to be an integrated and complete solution merging the functions of the different wings of the Department of Health and also to provide a integrated Health Management Information solution to enable gathering and collating information of different schemes at both the district level and state level.

The project aims to connect the district hospitals, CHCs and PHCs to enable telemedicine to be provided. This would require a solution which will also cater to the study of the physical infrastructure required and a Gap Assessment study for the same. Also, the project aims to integrate all functions of the department and a single or fully integrated multiple application platforms needs to be designed and developed used throughout the state addressing all stakeholders' interest. The solution will necessarily be comprised of an Application Software, System Softwares, Hardware, Network and necessary helpdesk activities.

The following will be the broad Scope of the Consultant responsible for the end-to-end implementation Support for the project -

- 8.1.** Existing System Study (AS-IS) Study & perform a detailed assessment of the Health and Family Welfare Department and its current state of IT. They would undertake Assessment of proposed hospitals and other health facilities in the state and which impact on the proposed project. The study would include existing bed capacity, occupancy level, facilities offered, tariff structure, skilled manpower availability i.e. Doctors, nurses, nursing & paramedical staff etc, patient profile (BPL/govt./armed forces/general) and also the current level of IT infrastructure present in the facilities under consideration.
- 8.2.** Study of Best Practices The best practices and experiences from other States of India and other projects involving the computerization of Department of Health Services will be utilized for the project. It will also be part of the scope of the consultant to prepare a report on the best practices from different states. Existing eHealth related applications/suits, both in Public and Private sector would be analysed for their suitability and customisation to meet requirements of the present project. This will be helpful in designing the proposed new system and reaching to a technological solution to improve the governance of the department.
- 8.3.** Gap Analysis & Design of Proposed System (Business Process Reengineering). After completion of the department analysis and interaction with the key stakeholders in the department, a new system design will be proposed to blend the best practices with the objectives of the department. The feasibility of the new model of service delivery will be based upon the readiness of the department and its staff to adopt the suggested model. Business process engineering (BPR) would also need to be done so as to streamline software applications with processes. Subsequent to this there would be RFP/SRS preparation and detailed hardware specifications.
- 8.4.** Define Functional & Technical Requirements Based on the To-Be process models, the functional & technical architecture shall be defined including the necessary integration requirements with the existing systems and service delivery channels. The Technical requirements include the specifications of various components of the proposed IT solutions, Infrastructure requirements including the servers, network & connectivity, security, storage requirements etc.

8.5. To-Be Document The To-Be Document should cover:-

- List of Stakeholders
- Requirements gathering and analysis for configuration/ customization
- Phasing of the functionality/ rollout
- Digitization/ Data Migration Strategy
- Solution and Technology Architecture including integration with e-District, SSDG,SDC,SWAN
- Services and Service levels
- Network Connectivity Requirements
- Capacity Building Requirements and readiness
- Infrastructure requirements for Hospitals, CHCs, PHCs, Sub Centers, Higher Offices and Data Centre
- Change Management Requirements
- Handholding, support and issue escalation process
- Risk factors impacting implementation of e-Health
- Overall Implementation Plan, sequencing and phasing of activities, timelines
- Financial model and estimates (Recurring and non-recurring expense) for Plan period and beyond current Plan.
- Governance Structure for implementation and subsequent management of the system
- Monitoring and Evaluation Framework

8.6. Capacity Building & Change Management Requirements Based on the To-Be process models, functional & technical requirements of the solution, capacity building & training needs analysis shall be carried out for each stakeholder associated with the project. Based on the assessment, a detailed capacity building & change management plan shall be defined. All these activities would lead to finalisation of the Detailed Project Report (DPR).

8.7. Preparation of RFP (Request for Proposal) & Bid Process Management

The preparation of RFP and Bid Process Management will be performed by the Project Management Consultant.

8.8. Deliverables would be:-

- Ensure that the procurement plans are in line with the project objectives
- Recommend the proper mode of procurement for each item to be procured
- Evaluate the schedules for procurement and specifications and ensure that the procurement process strictly conforms to the broad level procurement regulations and guidelines.
- Ensure that all reporting requirements are being met and all contracts are duly administered.
- Preparation of Terms and References (ToR) to be issued to the interested vendors (Hardware, Software (if needed), Networking, Data Digitization and Site Preparation.
- Determine evaluation criteria as per standard norms with special emphasis for components unique for this project.
- Evolve the bid parameters and selection criteria.
- Management of the bid process completely, until the finalization of the contracts.
- Assist the State in publishing the RFP document by preparing the content of Notice inviting tender, advertisement, etc.
- Managing the Pre-bid Conference.
- Issue of Pre-bid Clarifications, Addendum/Corrigendum to the RFP (if any)
- Preparation of all documentation related to bid processing including Evaluation Templates, evaluation and qualification reports, minutes of meetings, etc.
- Preparation of the final techno-commercial evaluation matrix, providing technical inputs in the evaluation of techno-commercial proposals of all the bidders as per the technical and

- financial evaluation criteria, to enable final selection by Health and Family Welfare Department.
- Providing support to Health and Family Welfare Department during contract negotiation with the selected SI.
 - Providing support during contract finalization with the finally selected SI.
 - Providing support during review of implementation plan created by the SI.
 - Program Management The consultant shall be responsible for monitoring adherence to timelines and shall ensure timely completion of work as per the Project Plan. The consultant shall assist Health and Family Welfare Department in overseeing the entire IT implementation.
 - Once the State System Integrator (SI) has been identified the Consultant shall assist Health and Family Welfare Department in setting up the controls and mechanism for monitoring the progress of implementation during the Implementation Phase.
 - The SI will initiate the system study and deployment of the e-Health solution, commission the infrastructure (client side, server side, and network infrastructure), migrate and digitize the required data and files, provide the necessary training and change management, and provide handholding support to the end users. Throughout the implementation state, the SI will provide several deliverables for the validation and approval of the State. The Consultant shall provide support to the State to review the deliverables and ensure that the requirements of the e-Health solution are met.
 - Post roll-out, the Consultant shall support monitoring the performance of the SI through service level monitoring and provide the proactive inputs to State as well as the SI to ensure that the implementation results in the desired objectives of the e-Health scheme.
 - **Some Other Scope for the Consultant would be-**
 - Conceive and monitor the progress of the implementation of the project
 - Ensure that the target milestones are being met by all partner entities in implementing the Health and Family Welfare Department's objectives.
 - Implement and ensure the usage of standard project management processes, and tools.
 - Risk assessment and issue monitoring
 - Enable the sharing of knowledge and best practices amongst project stakeholders
 - Act as the single point of contact for information on the e-Health project to Government entities and stakeholders.

8.9. Phases: The project is planned to be implemented in two phases:

Phase I .

- DPR Finalisation for complete state.
- Selection of Implementation Agency.
- Implementation of Pilot in one of the district.

Phase II. Implementation in balance of the state.

The finally selected consultant will be associated till final acceptance of the complete project by Government of Meghalaya.

9. Deliverables & Timelines

Sr. No	Deliverables	Timeline in months
1.	Contract Signing	T
2.	Detailed Project Report Finalisation	T+2
3.	RFP Document for SI	T+2.5
4.	Draft Contract	T+3
5.	Bid Process Mgt ending with Signing of Contract with SI	T+5
6.	Pilot Phase Completion	T+17
7.	Phase II Rollout in Balance State	T+35
8.	Exit Strategy Document	T+36

10. Payment Terms. These will be as under:-

Sr. No	Deliverable Milestones	% of Contract value
1.	DPR Acceptance by GoM	10%
2.	Signing of Contract with SI	20%
3.	Pilot Phase Acceptance	25%
4.	Final Rollout and Acceptance	40%
5.	Exit Strategy Finalisation	5%

Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria. Pre-Qualification Bid & Technical Proposal shall comprise of following forms :

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Proposed Approach & Methodology

Form 7: Proposed Work Schedule & Project Plan

Form 8: Deviations if any

Form 9: Team Composition and their Availability

Form 10: Curriculum Vitae (CV) of Key Personnel and their proposed roles

Form 11: Deployment of Personnel

Form 1: Compliance Sheet for Pre-qualification Proposal

The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal

S. No.	Specific Requirements	Documents Required	Provided	Reference & Page No:
1	Legal Entity	(a) Certificate of incorporation (b) Memorandum and Articles of Associations	Yes / No	
2	Conflict of Interest	Self Certification for the purpose	Yes / No	
3	Net Worth & Turnover	<ul style="list-style-type: none"> Statutory Auditor's certificate Copy of the audited Financial Statement of the company 	Yes / No	
4	Sales Turnover in IT Consulting	<ul style="list-style-type: none"> Statutory Auditor's certificate Copy of the audited Financial Statement of the company 	Yes / No	
5	E-Governance Project Experience.	References (contact details, work orders, customer completion certificate etc) for these projects shall be provided	Yes / No	
6	Fully integrated e-Health Experience.	References (contact details, work orders, customer completion certificate, etc) for these projects shall be provided	Yes / No	
7	Declaration for Corrupt & Fraudulent	Declaration in this regard by the authorized signatory of the prime bidder should be attached.	Yes / No	
8	Earnest Money Deposit	D.D. / B.G. No. Bank: Date:	Yes / No	

Form 2: Particulars of the Bidders

SN	INFORMATION SOUGHT	DETAILS TO BE FURNISHED
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of Registration	
5	ROC Registration No	
6	Details of registration with appropriate authorities for service tax	
7	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,
Dr. A.C. Hazarika
Director, Health Services (MI)
Health Complex, New Colony, Laitumkrah
Shillong – 793 003

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. 10,00,000 (Rupees Ten Lacs only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. 10,00,000 (Rupees Ten Lacs only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal

SN	CRITERIA	DOCUMENTS REQUIRED	COMPLIANCE	REFERENCE & PAGE NUMBERS
1	Covering Letter for Technical Proposal	As per Form 5	Yes / No	
2	Average turnover from services related to IT Consulting (i.e. revenue should be on account of IT consulting other than related to supply of hardware / IT infrastructure and their associated maintenance services packaged software etc. in last 3 years (Turnover in Rs Crores)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
3	Full-time professional staff engaged in Health & IT consulting services (Number of Staff)	A self certification from authorized signatory (HR Dept)	Yes / No	
4	Project Consultancy Service / Project Management experience for complete E-Governance Lifecycle in last 5 years.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)	Yes / No	
5	Presence of the Consulting organization in North East in ICT projects.	Completion Certificates from the client; OR Work Order	Yes / No	
6	Experience relevant to this engagement as listed below to be demonstrated in a maximum of 20 engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should have been issued within the last 5 years, as on 31.03.2012.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)	Yes / No	
7	Approach and Methodology, Understanding & Work Plan	A Note & Presentation as per Form 6 & 7	Yes / No	
8	Deviations (if any)	Form 8	Yes / No	
9	Resume of all consultants proposed for the assignment	CV & a Note (Form 9, 10 and 11)	Yes / No	

Form 5: Letter of Proposal

<Location, Date>

To:

Dr. A.C. Hazarika
Director, Health Services (MI)
Health Complex, New Colony, Laitumkhrah
Shillong – 793 003
Phone: 0364- 2228493

Subject: Submission of the Technical bid for APPOINTMENT OF CONSULTANT FOR E-HEALTH SYSTEM
GOVT. OF MEGHALAYA

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the Health Services Department, GoM on E-HEALTH SYSTEM GOVT. OF MEGHALAYA with your Request for Proposal dated 20 Feb 2012 and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 6: Proposed Approach & Methodology

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Understanding of the project
- b) Potential initiatives giving the priorities
- c) Technical Approach and Methodology

Technical Approach and Methodology.

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Form 7: Proposed Work Schedule & Project Plan

In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

The above should be substantiated with the project plan, as per the following template. The project plan should be consistent with the Work Schedule.

NO	ACTIVITY	DEPENDENCY	CALENDER MONTHS											
			1	2	3	4	5	6	7	8	9	10	11	n
1														
2														
3														
4														
5														
n														

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.
3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

Form 8: Deviations

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP

A - On the Terms of Reference

<<Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal>>

B - Any other areas

Form 9: Team Composition and their Availability

Organization and Staffing: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 9.1: Team composition and Key Tasks

Name of Staff with Qualification/Institution and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

Form 9.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification/Institution and Experience	Current Assignment where the Resource CV has been presented in the Proposal	End Date of the Assignments (as estimated on the date of submission of this Bid)	% Time Commitment

(Any information withheld / misrepresented, would establish the Nodal Agency would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

Form 10: Curriculum Vitae (CV) of Key Personnel

1. Proposed Position [only one candidate shall be nominated for each position Expert]: _____
2. Name of Staff [Insert full name]: _____
3. Date of Birth: _____ Nationality: _____
4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____
5. Total No. of years of experience: _____
6. Total No. of years with the firm: _____
7. Areas of expertise and no. of years of experience in this area (as required for the Profile mandatory): _____

8. Certifications and Trainings attended: _____

9. Details of Involvement in Projects (only if involved in the same): _____

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Membership of Professional Associations:
12. Employment Record [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:

 From (Year): _____ To (Year): _____

<p>13. Detailed Task Assigned:</p> <p>[List all tasks to be performed under this assignment]</p>	<p>14. Relevant Work Undertaken that Best Illustrates the experiences required for the Role (provide maximum of 6 citations of 10 lines each)</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 13 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Main project features: _____ -</p> <p>Positions held: _____</p> <p>Value of Project (approximate value or range value): _____ -</p> <p>Activities performed: _____</p>
---	---

15. 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, from the assignment if engaged.

 (Signature of staff member or authorized representative of the staff) Date: _____
Day/Month/Year

Form 11: Deployment of Personnel

No	Name of Staff	Deliverables	Staff input in Months (in the form of a bar chart)									Total Staff Man months Proposed
			1	2	3	4	5	6	7	8	9	

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.

Full time input

Part time input

Appendix II : Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

<Location, Date>

To:

Dr. A.C. Hazarika
Director Health Services (MI)
Health Complex, New Colony, Laitumkhrah
Shillong – 793 003
Phone: 0364- 2228493

Subject: Submission of the Financial bid for eHealth System Project of Meghalaya Govt.

Dear Sir/Madam,

Meghalaya Govt in accordance with your Request for Proposal dated 20 Feb 2012 and our Proposal – Technical.

We, the undersigned, offer to provide the consulting services for eHealth System Project of Meghalaya govt. Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of OPEs, Miscellaneous expenses & All Taxes/Levies.

I understand that the payment would be made on the basis of actual tax rates prevalent at the time of payment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Commercial Bid Template**Form 2A : Summary of Costs**

SN	COST	AMOUNT
1	Total Amount of Financial Proposal (A)	
2	Out of Pocket Expenses (B) if any	
3	Miscellaneous Expenses (C), if any	
4	Taxes/levies (Applicable rate * (A+B+C))	
	Total	

Form 2 : Breakdown of Remuneration (man month rate)

SN	NAME	POSITION	DELIVERABLES INVOLVED	UNIT COST PER MAN MONTH RATE	TOTAL MAN MONTH REQUIRED / TOTAL REMUNERATION	AMOUNT
1						
2						
3						
4						
	Total					

Appendix III: Performance Bank Guarantee

<Location, Date>

Dr. A.C. Hazarika
Director, Health Services (MI)
Health Complex, New Colony, Laitumkhrah
Shillong – 793 003

Whereas, <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Nodal Agency>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we

undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

APPENDIX IV – DRAFT MASTER SERVICE AGREEMENT

DRAFT MASTER SERVICE AGREEMENT

This CONTRACT is made and entered into on this.....day of by and between **Health and Family Welfare Department, Government of Meghalaya** (hereinafter referred to as Health And Family Welfare Department (Client) which expression shall include its successors, administrators, executors and assignees) of the **FIRST PARTY**

AND

_____ a firm registered under the laws of India having its office at _____, referred to as the “Project Consultant” (which expression shall include its successors, administrators, executors and permitted assignees) of the **SECOND PARTY**

Whereas Health And Family Welfare Department is desirous of awarding the work of being “**Consultant for E-Health System Project of Government of Meghalaya**”.

And whereas the Project Consultant represents that it has the necessary experience for carrying out the mentioned work as referred to herein, and all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Health And Family Welfare Department from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

2. The first party hereby covenants to pay the second party in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of`

For and on behalf of the

[Health and Family Welfare Department,

Government of Meghalaya]

selected Agency

Signature:

Signature.

Name:

Name:

Designation:

Designation:

Witness

Witness 1:

Witness 2:

Witness 2:

1. SCOPE OF WORK FOR PROJECT CONSULTANT:

1.1. General

The Health Services Department, Government of Meghalaya is the Administrative Department responsible for overseeing and coordinating the functions of all Health Activities in the state. The department is looking forward to implement E-Health System in all its Health Centre's across the state.

1.2. Coverage And Scope

1.2.1. The scope for the project is to be defined with reference to the set of services which would be taken up under the project. The eHealth System proposed will need to address all the activities of the Department as mentioned above. The eHealth System is envisioned to be an integrated and complete solution merging the functions of the different wings of the Department of Health and also to provide an integrated Health Management Information solution to enable gathering and collating of different schemes at both the district level and state level. The project aims to connect the district hospitals, CHCs and PHCs to enable telemedicine. This would require a solution which will also cater to the study of the physical infrastructure required and a Gap Assessment study for the same. Also, the project aims to integrate all functions of the department and a single or fully integrated multiple application platform needs to be designed and developed to be used throughout the state, addressing all stakeholders' interest. The solution will necessarily be comprised of an Application Software, System Software, Hardware, Network and necessary helpdesk activities.

1.2.2. The project will be implemented in two phases:

Phase I .

- DPR Finalisation for complete state.
- Selection of Implementation Agency.
- Implementation of Pilot in one of the district.

Phase II. Implementation in balance of the state.

-The consultant will be associated till final acceptance of the complete system by Government of Meghalaya.

2. Functional Requirements of Information System. These will be as detailed in the main RFP document.

3. Deliverables of the Project Consultant. These will be as per Scope of Work at Ser No 8 of the RFP document.

4. Payment Terms and Schedule

4.1. Contract Price The total contract cost, inclusive of all taxes/levies is Rs. _____/- (Rupees _____ only). Payment terms would be as under:-

- 4.2.** Health And Family Welfare Department will release all payments, within 30 days of acceptance of deliverables for the corresponding phase and on receipt of invoice complete in all respects.
- 4.3.** Payments to the Project Consultant shall be made on following terms:-

Sr. No	Deliverable Milestones	% of Contract value
1.	DPR Acceptance by GoM	10%
2.	Signing of Contract with SI	20%
3.	Pilot Phase Acceptance	25%
4.	Final Rollout and Acceptance	40%
5.	Exit Strategy Finalisation	5%

4.4. Performance Bank Guarantee:

- 4.4.1.** _____ shall at its own expense submit, within 15 working days of the date of signing of this contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank payable on demand, for the due performance and fulfillment of the contract by the Project Consultant.
- 4.4.2.** The Performance Guarantee shall be denominated in the currency of the Contract and shall be by Bank Guarantee.
- 4.4.3.** This Performance Bank Guarantee will be for an amount equivalent to 10% of the total contract Price (for both phases). All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Project Consultant.
- 4.4.4.** The Performance Bank Guarantee shall be valid till the end of six months after the period of end of contract, subject to the terms and conditions in the Performance Bank Guarantee. At the end of six months after the date of end of Contract, the Performance Bank Guarantee will lapse automatically.
- 4.4.5.** The Performance Bank Guarantee may be discharged/returned by Health And Family Welfare Department upon being satisfied that there has been due performance of the obligations of the Project Consultant under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 4.4.6.** In the event of the Project Consultant being unable to service the contract for whatever reason, Health & Family Welfare Department would invoke the Performance Bank Guarantee.
- 4.4.7.** Health And Family Welfare Department shall also be entitled to make recoveries from the Project Consultant bills, Performance Bank Guarantee or any other payment due, in case of any error/ omission on Project Consultant's part.

4.5. Liquidated Damages:

In the event Project Consultant fails to provide the services in accordance with the contract time lines, Project Consultant shall be liable for penalty as per the terms and conditions agreed between the Project Consultant and Health And Family Welfare Department. Health And Family Welfare Department is entitled to withhold and / or deduct from the payment due or from the Performance Bank Guarantee, the liquidated damages that have become due.

4.6. Penalties

In case of any delay solely on account of project consultant, a penalty of 1% per week of the contract value (maximum up to 10%) will be imposed from the scheduled target date. Beyond a

delay of ten (10) weeks, State reserves the right to either terminate the contract or get the balance of the activities completed at the risk & cost of the consultant. The modalities of which will be decided at the total discretion of the Health & Family Welfare Department.

A penalty of Rs 1, 00,000/- per person would be levied for change of each resource, other than those committed in the Technical proposal/presentation, during first one year of the contract. Resource change thereafter would only be accepted with equivalent or higher credentials in terms of educational qualifications and relevant experience.

4.7. Limitation of Liability

- 4.7.1.** Other than Health And Family Welfare Department's obligations to make payments that are due and owing under this Agreement, a party's and its affiliates' entire and collective liability, including that of Consultant's, arising out of this Agreement shall in no event exceed the amounts paid to Consultant under this Agreement. NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.
- 4.7.2.** Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Consultant, regardless of the form of claim, shall not exceed the total project fees received under this project.

5. Termination of Contract:

- 5.1. Termination for default:** Health And Family Welfare Department, without prejudice to any other remedy for breach of Contract or non compliance with service levels, by written notice of default sent to the Project Consultant, may terminate the Contract fully or in part:
- 5.1.1.** If the selected Project Consultant fails to deliver any or all Contracted services as per service standards specified in the Contract, or If the selected Project Consultant fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
- 5.1.2.** If the Project Consultant has been found to be engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 5.1.3.** In the event Health And Family Welfare Department terminates the Contract in whole or in part, Health And Family Welfare Department may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Project Consultant shall be liable to Health And Family Welfare Department for any excess costs for such similar services. However, the Project Consultant may continue performance of the Contract to the extent not terminated. Health And Family Welfare Department would not be liable to pay any damages to the selected Project Consultant in cases comprising as above.
- 5.2. Termination for Insolvency:** Health And Family Welfare Department may at any time terminate the Contract by giving written notice to the selected Project Consultant if the selected Project Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Project Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Health And Family Welfare Department.
- 5.3. Termination for Convenience:** Health And Family Welfare Department, by written notice sent to the Project Consultant, 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 its convenience. In case of termination for convenience, Health & Family Welfare Department would pay to the Project Consultant cost of services provided till the date of the termination. The Performance Bank Guarantee in such a case would be refunded to the Project Consultant.

6. Force Majeure

- 6.1.** The successful Project Consultant shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.2.** For purposes of this clause, “Force Majeure” means an event beyond the control of the Project Consultant and not involving the Project Consultant’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 6.3.** If a Force Majeure situation arises; the Project Consultant shall promptly notify the authorized representative of Health And Family Welfare Department in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of Health And Family Welfare Department in writing, the Project Consultant shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7. Exit Management:

7.1. Purpose:

- 7.1.1.** This clause sets out the provisions which will apply on expiry or termination of the contract.
- 7.1.2.** In the case of termination of contract due to illegality, Health And Family Welfare Department will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- 7.1.3.** The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the Project Consultant carry out their respective obligations set out in this Exit Management Clause.

7.2. Cooperation and Provision of Information: During the exit management period:

- 7.2.1.** The Project Consultant will allow Health and Family Welfare Department or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- 7.2.2.** Promptly on reasonable request by Health And Family Welfare Department or its nominated agencies, the Project Consultant shall provide access to and copies of all information held or controlled by it which have prepared or maintained in accordance with the contract. Health And Family Welfare Department or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Project Consultant shall permit Health and Family Welfare Department or its nominated agencies and/or any Replacement Project Consultant to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Project Consultant and to assist appropriate knowledge transfer.

7.3. Confidential Information, Security and Data: The Project Consultant will promptly on the commencement of the exit management period supply to Health And Family Welfare Department or its nominated agencies the following:

- 7.3.1.** Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
- 7.3.2.** Documentation relating to Intellectual Property Rights; and
- 7.3.3.** Govt. of Meghalaya/ Health And Family Welfare Department data and confidential information; and

- 7.3.4.** All current and updated departmental data as is reasonably required for purposes of Health And Family Welfare Department or its nominated agencies transitioning the services to its Replacement Project Consultant in a readily available format; and
- 7.3.5.** All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Health And Family Welfare Department or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the Govt. of Meghalaya/ Health And Family Welfare Department or its nominated agencies, or its Replacement Operator (as the case may be).
- 7.3.6.** Before the expiry of the exit management period, the Project Consultant shall deliver to Health And Family Welfare Department) or its nominated agencies all new or up-dated materials from the categories set out in points above, and shall not retain any copies thereof, except that the Project Consultant shall be permitted to retain one copy of such materials for archival purposes only.
- 7.3.7.** Before the expiry of the exit management period, unless otherwise provided under the contract, Health And Family Welfare Department or its nominated agencies shall deliver to the Project Consultant all forms of Project Consultant confidential information which are in the possession or control of Health And Family Welfare Department or its nominated agencies or its users.

7.4. Employees:

- 7.4.1.** Promptly on reasonable request at any time during the exit management period, the Project Consultant shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Health And Family Welfare Department or its nominated agencies a list of all employees (with job titles) of the Project Consultant dedicated to providing the services at the commencement of the exit management period;
- 7.4.2.** Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Project Consultant to Health And Family Welfare Department or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of the Project Consultant, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 7.4.3.** To the extent that any Transfer Regulation does not apply to any employee of the Project Consultant, Health And Family Welfare Department or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of the Project Consultant and the Project Consultant shall not enforce or impose any contractual provision that would prevent any such employee from being hired by Health And Family Welfare Department or its nominated agencies or any Replacement Vendor.

7.5. Transfer of Certain Agreements: On request by Health And Family Welfare Department or its nominated agencies, the Project Consultant shall effect such assignments, transfers, innovations, licenses and sub-licenses as Health And Family Welfare Department may require in favor of Govt. of Meghalaya/ Health And Family Welfare Department or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between Project Consultant and third party lessors, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

7.6. Right of Access to Premises:

- 7.6.1.** At any time during the exit management period, where Assets are located at the Project Consultant's premises in relations to this project, the Project Consultant will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access) Govt. of Meghalaya/ Health And Family

Welfare Department or its nominated agencies, and/or any Replacement Vendor in order to inventory the assets.

- 7.6.2.** The Project Consultant shall also give Health And Family Welfare Department or its nominated agencies, or any Replacement Vendor right of reasonable access to the Project Consultant's premises and shall procure Health And Family Welfare Department or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to Health And Family Welfare Department or its nominated agencies, or a Replacement Vendor.

7.7. General Obligations of the Project Consultant:

- 7.7.1.** The Project Consultant shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to Health And Family Welfare Department or its nominated agencies or its replacement Vendor and which the Project Consultant has in its possession or control at any time during the exit management period.
- 7.7.2.** For the purposes of this Clause, anything in the possession or control of any Project Consultant or associated entity is deemed to be in the possession or control of the Project Consultant.
- 7.7.3.** The Project Consultant shall commit adequate resources to comply with its obligations under this Exit Management Clause.

7.8. Exit Management Plan:

The Project Consultant shall provide to Health And Family Welfare Department or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the:-

- 7.8.1. Project Implementation, the Operation and Management SLA and scope of work:-**
- 7.8.1.1.** A detailed programme of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and Plans for communication with such of the Project Consultant's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on department's operations as a result of undertaking the transfer; and
- 7.8.1.2.** Plans for provision of contingent support to Health And Family Welfare Department or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- 7.8.2.** The Project Consultant shall re-draft the Exit Management Plan quarterly, thereafter to ensure that it is kept relevant and up to date.
- 7.8.3.** Each Exit Management Plan shall be presented by the Project Consultant and approved by Health And Family Welfare Department or its nominated agencies.
- 7.8.4.** In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- 7.8.5.** During the exit management period, the Project Consultant shall use its best efforts to deliver the services.
- 7.8.6.** Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

- 7.8.7.** This Exit Management plan shall be furnished in writing to Health And Family Welfare Department or its nominated agencies within 90 days from the Effective Date of the start of work.
- 8. Confidentiality:** The Project Consultant shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of Health and Family Welfare Department.
- 9. Responsibility For Safe Custody And Integrity Of Data:**
- 9.1.** The Project Consultant shall not, without prior written consent from Health And Family Welfare Department, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Health And Family Welfare Department in connection therewith, to any person other than a person employed by the Project Consultant in the 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.
- 9.2.** The Project Consultant shall not, without prior written consent of Health And Family Welfare Department, make use of any document or information made available for the project, except for purposes of performing the Contract.
- 9.3.** All project related documents issued by Health And Family Welfare Department, other than the Contract itself, shall remain the property of Health And Family Welfare Department and shall be returned (in all copies) to Health And Family Welfare Department on completion of the Project Consultant's performance under the Contract if so required by Health And Family Welfare Department.
- 10. Contract Amendment:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 11. Resolution of disputes:**
- 11.1.** Health And Family Welfare Department and the selected Project Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 11.2.** If, after thirty (30) days from the commencement of such informal negotiations, Health And Family Welfare Department and the selected Project Consultant have been unable to amicably resolve dispute, either party may require that the dispute be referred to Arbitrator consisting of Chief Secretary/Secretary Deptt of Information and Public Relations. All arbitration proceedings shall be held at Shillong and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English
- 11.3.** In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Courts in Shillong.
- 12. Insurance Requirement** Project Consultant shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to Health And Family Welfare Department prior to the start of operations. Project Consultant shall take and keep effective all the insurances during the period of the Contract.
- 13. Notices** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the party's address. A notice

shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

14. Interpretation of Clauses In case of any ambiguity in the interpretation of any of the clauses in the bid document, Commissioner and Secretary, Health And Family Welfare Department's interpretation of the clauses shall be final and binding on all parties.

15. Third Party Claims The Project Consultant shall indemnify Health and Family Welfare Department against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

16. Service Level Agreement Definition & Measurement

16.1. The Service Level metrics that define the Service Levels, the method of measurement of each SLA and penalty for not meeting the desired performance level are specified in **Appendix A** of this Schedule.

16.2. The PROJECT CONSULTANT shall comply with the Service Levels specified in the said **Appendix A**. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. PROJECT CONSULTANT and HEALTH AND FAMILY WELFARE DEPARTMENT.

17. Miscellaneous terms & Conditions

17.1. The end product of the work assignment carried out by the PROJECT CONSULTANT, in any form, will be the sole property of State.

17.2. The PROJECT CONSULTANT shall not outsource the work to any other associate / franchisee / third party under any circumstances.

17.3. The PROJECT CONSULTANT shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The PROJECT CONSULTANT shall always act, in respect of any matter relating to this Contract, as faithful advisors to State and shall at all times, support and safeguard State's legitimate interests.

17.4. The PROJECT CONSULTANT automatically agrees with State for honoring all aspects of fair trade practices in executing the work orders placed by State.

17.5. In the event the PROJECT CONSULTANT's Company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with State, should be passed on the compliance by the new company new Division in the negotiation for their transfer .

17.6. For all deliverables at the State, the PROJECT CONSULTANT shall be responsible and accountable to Health And Family Welfare Department.

18. Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

19. Award of Contract

On signing of the contract, State will award the contract to the PROJECT CONSULTANT i.e.

20. Change Control Schedule

20.1. Purpose

This Schedule applies to and describes the procedure to be followed in the event of any proposed change to the Master Services Agreement (“MSA”), and the SLA of **Appendix ‘A’**. Such change shall include, but shall not be limited to,

- 20.1.1. Changes in the agreed SLAs
- 20.1.2. Changes in the skill sets/profiles of the resources allotted in the project
- 20.1.3. Changes to the terms of payment as stated in the Terms of Payment Schedule.

The State and <Consultant> recognize that change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Health And Family Welfare Department will endeavor to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and the state will work with the PROJECT CONSULTANT to ensure that all changes are discussed and managed in a constructive manner.

20.2. Change Control Note ("CCN")

Change requests in respect of the MSA, the Services provided by PROJECT CONSULTANT and Management SLA will emanate from both the Parties concerned. The PROJECT CONSULTANT who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process will complete **Part ‘A’** of the CCN attached as **Appendix ‘B’**. CCNs will be presented to representative of the company who will acknowledge receipt by signature on the CCN.

20.3. Quotation

- 20.3.1. The PROJECT CONSULTANT shall assess the CCN and complete Part B of the CCN attached as Appendix ‘B’. In completing Part B of the CCN the PROJECT CONSULTANT shall provide as a minimum:
 - i. a description of the change;
 - ii. a list of deliverables required for implementing the change;
 - iii. a timetable for implementation;
 - iv. an estimate of the timelines or effort of any proposed change;
 - v. any relevant acceptance criteria;
 - vi. Material evidence to prove that the proposed change is not already covered within the scope of the PROJECT CONSULTANT Project, SLA, or MSA.
- 20.3.2. Alternative options possible to address the change if any and the implications of these alternative options.
- 20.3.3. Prior to submission of the completed CCN to Health And Family Welfare Department, or its nominated agencies, the project consultant will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the PROJECT CONSULTANT shall consider the materiality of the proposed change in the context of the MSA, the Project Implementation, SLA affected by the change and the total effect that may arise from implementation of the change.

20.3.4. Materiality criteria will be established by Health And Family Welfare Department and the PROJECT CONSULTANT Project Manager. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Governance Schedule.

20.4. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the PROJECT CONSULTANT meets the obligations as set in the CCN. In the event the PROJECT CONSULTANT is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the existing PROJECT CONSULTANT.

20.5. Reporting

Change requests and CCNs will be reported as and when required to each Party's concerned authority that will prioritize and review progress.

20.6. Obligations

The PROJECT CONSULTANT shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe.

21. Contract Amendment.

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

22. Tenor of Agreement

The Parties agree that this agreement shall come into force on the date it is executed and shall subsist until completion of project, or till such other date as may be mutually be agreed upon. The Parties agree to be bound by the terms and conditions of this agreement and in witness whereof they have signed it through their authorized representative on this _____.

For and on behalf of

For and on behalf

Health And Family Welfare Department

NAME:

NAME:

DESIGNATION:

DESIGNATION:

Date: _____ 2012

Date: _____ 2012

Place: Shillong

Place: Shillong

Witnessed by

Witnessed by

1.

1.

2..

2.

Appendix "A"

Service Level Agreements

Services/Deliverables	Measurement
Detailed Project Report Finalisation	T+ 2 Months
RFP Document for SI	T+2.5 Months
Draft Contract	T+3 Months
Bid Process Mgt ending with Signing of Contract with SI	T+5 Months
Pilot Phase Completion	T+17 Months
Phase II Rollout in Balance State	T+35 Months
Exit Strategy Document	T+36 Months

Appendix 'B'**Change Control Notice**

Change Control Note		CCN Number:	
Part A: Initiation			
Title:			
Originator:			
Sponsor:			
Date of Initiation:			
Details of Proposed Change			
Authorized by		Date	
Name:			
Signature:			
Change Control Note		CCN Number:	
Brief Description of Solution:			
Impact:			
Deliverables:			
Timetable:			
Other Relevant Information: (including value-added and acceptance criteria)			
Authorized by the IA		Date:	
Name:			
Signature:			
Change Control Note			
CCN Number :			
Part C : Authority to Proceed			
Approved			
Rejected			
Requires Further Information (as follows or as Attachment etc.)			
For PROJECT CONSULTANT and its nominated agencies		For the Implementation Agency	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	