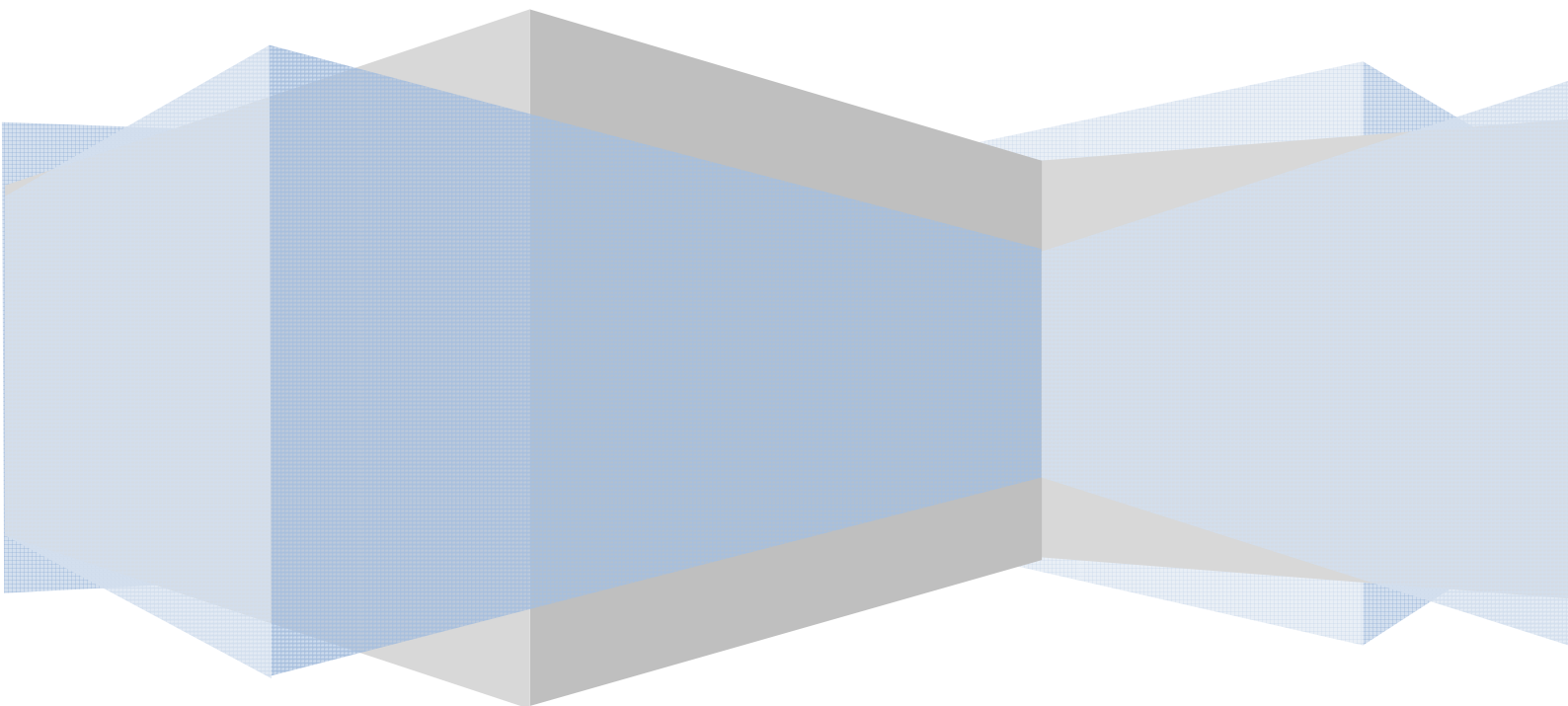


CORRIGENDUM - I

DATED 6TH MAR 2012

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

NO:HSM/Gen/NRFP/5/12/15969 DATED: 6TH MAR 2012



Further to RFP, amendments are notified as below. All other requirements / specifications / information / Terms and Conditions remain unchanged.

1. AMENDMENTS TO RFP

1.1. Section 2.3.1 – Existing IT Systems in the State

The following sub-section 2.3.1.1 is added:

The current status of District Wise Health Facilities as follows:

Districts	Number of Blocks	Number of DHs	Number of SDHs	Number of CHCs	Number of PHCs	Number of Dispys	Number of UHCs	Number of SCs	Number of Private Hospitals	Total Facilities
East Garo Hills	5	1	0	2	16	1	-	73	-	93
East Khasi Hills	8	3	0	6	23	5	12	66	6	121
Jaintia Hills	5	1	0	5	18	1	2	77	1	105
Ri Bhoi	3	1	0	3	8	2	-	26	-	40
South Garo Hills	4	1	0	1	6	1	-	21	-	30
West Garo Hills	8	2	1	6	18	3	3	92	2	127
West Khasi Hills	6	2	0	4	19	-	1	66	1	93
Meghalaya	39	11	1	27	108	13	18	421	10	609

Hospitals

District and state level hospitals form the secondary level of service in the public healthcare delivery system whereas specialty hospitals, medical colleges form the tertiary level of support. They act as referral units for more peripheral levels of the healthcare system like CHCs, PHCs, Sub-Centres etc which provide more basic level of healthcare services.

In Meghalaya, at present, there are 9 government hospitals in Meghalaya a district wise list of which is given below.

District	Hospital	Beds
East Khasi Hills	Shillong Civil Hospital	600
	Ganesh Das Hospital	457
	R P Chest Hospital	217
	MIMHANS	150
West Khasi Hills	Mairang Civil Hospital	100
	Nongstoin Hospital	100
Ri Bhoi	Nongpoh Civil Hospital	100
Jaintia Hills	Jowai Civil Hospital	100
West Garo Hills	Tura Civil Hospital	100
	T.B. Hospital, Tura	30
	Tura MCH Hospital	50
East Garo Hills	William Nagar Civil Hospital	100
South Garo Hills	Baghmara District Hospital	100
TOTAL		2204

In addition to the 5 Civil Hospitals (in different districts), East Khasi Hills also has the Ganesh Das Hospital, the RP Chest Hospital and MIMHANS (Meghalaya Institute of Mental Health and Neurological Sciences)

1.2. Section 3.4.3 Earnest Money (EMD)

The sub clause “ a. Bidders shall submit, along with their Bids, EMD of Rs. 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 (Six) months from the due date of the tender / RFP.”

Stands amended as

“a. Bidders shall submit, along with their Bids, EMD of Rs. 10,00,000/- only,(Rupees Ten Lakhs) in the form of a Demand Draft / Bank Guarantee issued by any nationalized

or scheduled bank in favour of Director Health Services (MI), Meghalaya,, payable at Shillong, and should be valid for 6 (Six) months from the due date of the tender / RFP”

1.3. Section 3.4.5 Authentication of Bids

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

stands amended as

“A Proposal should be accompanied by a power-of attorney or Board resolution in the name of the signatory of the Proposal”

1.4. Section 3.6 Deviations

The Clause “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.”

Stands amended as

“The Bidder is not allowed to make any deviations from the contents of the RFP document.”

1.5. Section 4.1 Pre-Qualification Criteria entirely

Stands amended as follows

S. No.	Specific Requirements	Documents Required
1	Legal Entity	(a) Certificate of incorporation
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	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.

S. No.	Specific Requirements	Documents Required
	Crores)	
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 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:

1.6. Section 4.2 Technical Qualification Criteria

Stands amended as follows

SN	CRITERIA	REQUIREMENTS	MA X MA RKS	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 Authorized Signatory of the Bidder)
4	Presence of the Consulting organization in North East for ICT projects.	No of Projects in last 5 years(Executed or In-Progress) >6 Projects: 5 marks 3-6 Projects : 3 marks 2-3 Projects: 1 mark	5	Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Authorized Signatory of the Bidder)
	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 Authorized Signatory of the Bidder)
	APPROACH & METHODOLOGY		40	
6	Approach and Methodology to perform the work in this assignment : 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.		20	A Write Up (5 marks) & Presentation (15 marks)
7	Demonstration of understanding of the Department's requirements	Assessment to be based on : – Learnings – Challenges likely to be encountered – Mitigation proposed	10	A Write Up (5 marks) & Presentation (5 marks)
8	Project Work Break Down structure	Assessment to be based on : – Overall Timelines – Resource Assignments (relevance to the task assigned)	10	A Write Up (5 marks) & Presentation (5 marks)

		– Dependencies		
	RESOURCE PROFILE		20	
9	Resume of all consultants proposed for the assignment.	<p>Depending on the proposed approach, the number of resources would vary from bidder to bidder. The evaluation criteria does not give more or less marks based on the absolute number of resources deployed.</p> <p>Minimum number of Consultants would be two. Consultants and Manger will be assigned an equal weightage. Within the two the scoring will be as follows:</p> <p>1. Manager: (10 Marks) Experience = 10 years - 30% Experience 10- 15 years - 40% Experience >15 years - 50%.</p> <p>Qualification - IIT/IIM - 10%</p> <p>Additional certifications - 10%</p> <p>Relevant consulting experience in health related projects < 3 projects - 10% Relevant consulting experience in health related projects >= 3 projects - 30%</p> <p>2. Consultants: (10 Marks) Experience = 5 years - 30% Experience 5- 10 years - 40% Experience > 10 years - 50%.</p> <p>Qualifications - IIT/IIM - 10%</p> <p>Additional certifications - 10%</p> <p>Relevant consulting experience in health related projects < 3 projects - 10% Relevant consulting experience in health related projects >= 3 projects- 30%</p> <p>3. Weighted Average of all consultants proposed will be taken.</p>	20	Provide the roles against which the CVs have been provided by the bidders to bring in the relevance factor required for this project. CVs to have clear information on these parameters for easy assimilation.

1.7. Section 8. SCOPE OF WORK Sub-Section 8.1

The Clause “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.”

Stands amended as

“Existing System Study (AS-IS) Study & perform a detailed assessment of the Health and Family Welfare Department and its current state of IT. The finally selected consultant would be required to visit at a minimum 1 Sub-centre, 1 PHC, 1 CHC, 1 District hospital and 1 Administrative Office per district at his own cost to understand the current as-is. There is no cap on maximum number of visits / facilities. 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.”

1.8. Section 8 : Scope of Work, A new sub-clause 8.10 is added as follows:

8.10 The bidder is not permitted to outsource / sub-contract any of the activities to achieve the Scope of Work as detailed in the RFP.

1.9. Appendix I Form 1: Compliance Sheet for Pre-qualification Proposal

Stands amended as follows:

S. No.	Specific Requirements	Documents Required	Provided	Reference & Page No:
1	Legal Entity	(a) Certificate of incorporation	Yes / No	
2	Conflict of Interest	a) 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 bidder should be attached.	Yes / No	
8	Earnest Money Deposit	D.D. / B.G. No. Bank: Date:	Yes / No	

1.10. Appendix I, Form 4: Compliance Sheet for Technical Proposal

Stands Amended as follows:

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 Authorized Signatory of the Bidder)	Yes / No	
5	Presence of the Consulting organization in North East in ICT projects.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Authorized Signatory of the Bidder)	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 Authorized Signatory of the Bidder)	Yes / No	
7	Approach and Methodology, Understanding & Work Plan	A write up & Presentation as per Form 6 & 7	Yes / No	
9	Resume of all consultants proposed for the assignment	CV & a Note (Form 9, 10 and 11)	Yes / No	

1.11. Appendix I - Form 8 stands deleted

1.12. APPENDIX IV – DRAFT MASTER SERVICE AGREEMENT Section 1, Scope of Work for the Consultant, entirely stands amended as follows

1.1 . General Information:

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 -

1.2 Existing System Study (AS-IS) Study & perform a detailed assessment of the Health and Family Welfare Department and its current state of IT. The finally selected consultant would be required to visit at a minimum 1 Sub-centre, 1 PHC, 1 CHC, 1 District hospital and 1 Administrative Office per district at his own cost to understand the current as-is. There is no cap on maximum number of visits / facilities. 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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

1.7 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).

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 The bidder is not permitted to outsource / sub-contract any of the activities to achieve the Scope of Work as detailed in the RFP

1.13. APPENDIX IV – DRAFT MASTER SERVICE AGREEMENT Section 5, Termination of Contract Sub-Section 5.1 , Termination for Default, entirely stands amended as follows

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 30 (Thirty) days written notice of default sent to the Project Consultant, may terminate the Contract fully or in part if the default is not cured or no action has been initiated to cure the default within 30 days by the Project Consultant:

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, 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."

1.14. APPENDIX IV – DRAFT MASTER SERVICE AGREEMENT Section 8, Confidentiality

The Clause "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."

Stands amended as

"Either party to the contract 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 the other party."

1.15. APPENDIX IV – DRAFT MASTER SERVICE AGREEMENT Section 11: Resolution of Disputes

stands amended and replaced in whole as follows:

11.1 Resolution of Disputes

The Health And Family Welfare Department and the Consultant shall make every effort to resolve amicably through mutual negotiations any dispute that may arise between them in connection with or relating to the terms and conditions of the contract, the interpretation of any of the terms and conditions and/ or relating to or arising from due performance of their respective obligations under the contract.

11.2 Arbitration

If, within a period of not less than thirty (30) days from the date of commencement of such negotiations, no mutually acceptable solution could be arrived at to resolve the dispute despite their concerted efforts for amicable resolution through mutual negotiations, either may refer the dispute for arbitration by a panel of three arbitrators.

11.3 Appointment of arbitrators, governing law, place of arbitration and cost of arbitration

Each party shall nominate one arbitrator each and the two arbitrators so nominated shall jointly agree upon and nominate the third arbitrator. The arbitration shall be conducted in Shillong in accordance with Indian law and the proceedings shall be in English and in accordance with the procedures laid down under Arbitration and Conciliation Act, 1996 (Act 26 of 1996). Cost of arbitration shall be shared by both the parties equally (save and except the costs on legal fees and on counsels, which shall be borne solely by the respective parties).

Sd/-

Director of Health Services (MI)
Government of Meghalaya

Enclosed:

1. Annexure 1 - Reply of Bidders Queries

ANNEXURE -1 : REPLY OF BIDDERS QUERIES

Pre-Bid Queries against the RFP FOR APPOINTMENT OF CONSULTANT FOR E-HEALTH SYSTEM, HEALTH DEPARTMENT, GOVT. OF MEGHALAYA							
S.No	Clause RFP document reference	Page No.	Clause	Content of RFP requiring clarification	Company	Clarification Required	Reply
1	4.2	16	Technical Qualification Criteria	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	Accenture	We request to kindly clarify that in case a consulting organization has either executed/in-progress 7-10 ICT projects in last 5 yrs in North East, we assume 5 marks will be awarded.	Up to 3 projects - 1 marks, up to 6 projects - 3 marks, > 6 projects - 5 marks
2	4.2	16	Technical Qualification Criteria	Approach & methodology : Detailed note & presentation	Accenture	We request to kindly clarify that the Technical Presentation as per calendar of events (page 2) needs to be given on the sections under Approach & Methodology of Technical Qualification Criteria	The marks will be based on the write-up as well as presentation which will basically be helpful in gauging the approach and understanding of the requirement by the bidder. The breakup is as follows :- write-up - 05 marks Technical presentation - 15 marks Please refer corrigendum
3	4.2	16	Technical Qualification Criteria	Presence of the consulting organization in North East for ICT projects	Accenture	We request since the organization's resources would be working in this project, the resources should have presence in North East for ICT projects rather than the organization. Accordingly, the marking under this criteria may be given based on no. of projects executed by the resources in last 5 yrs and not based on no. of projects executed by the organization	No change.
4	4.2	16	Technical Qualification Criteria	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	Accenture	Our understanding is experience relevant to this engagement demonstrated in a maximum of 20 engagements refers to engagement in similar e-Health consultancy projects where similar deliverables have been achieved	Any integrated ICT Project

5			Combined & final evaluation	The overall score is calculated as follows : $B_n = 0.6 * T_n + 0.4 * F_n$	Accenture	We request to kindly compute overall score as : $B_n = 0.7 * T_n + 0.3 * F_n$ which normally happens to be a standard evaluation mechanism for public procurements and also keeps into consideration that sufficient weightage is given to Technical evaluation	No change
6	2.1	4	Basic Information	In order to provide prospective bidders reasonable time for taking the corrigendum into account, the Health Services deptt, GoM may at its discretion extend the last date for receipt of proposals	Accenture	We request to provide a time of at least 15 calendar days from date of release of corrigendum for submission of proposals. This shall help us in submitting a quality response.	No change
7	8.5	26	To-Be document	The To-Be document should cover : Digitization/Data Migration strategy	Accenture	We request to kindly clarify the following : (i) Level of data digitization and volume of data that needs to be converted into a digital format. (ii) The services that are the priority for data migration (iii) If data migration to be limited to basic functional data (hospitals, clinics, NHPs) or will also be including patient records	It is envisaged that eventually the E-Health System will be completely digital. To this end, the Consultant is expected to formulate a strategy to deliver this goal studying the current systems and processes in place.
8	2.3.1	5	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.	Accenture	There are some IT systems already existing in staggered basis across different departments and different hospitals. Request to kindly clarify if these systems are to be integrated or are they to be replaced completely. If yes, an assessment of the existing systems will be imperative to validate the possibility of interoperability across a unified system	The assessment of the current systems - both IT and Non IT, is within the scope of work. The recommendation to integrate or develop a completely bespoke application for the E-Health system is part of the deliverables of the consultant.
9	9	28	Deliverables & timelines	Deliverables & timelines	Accenture	The timelines may need to be modified based on the level of sophistication, data migration requirements and no. of institutions to be involved	No change.
10	9	28	Deliverables & timelines	Deliverables & timelines	Accenture	Request to clarify if failure of SI vendor to implement the systems in time impact on Accenture's performance assessment. Any need to change SI vendor will delay the implementation of project and should not have a bearing on Accenture, who would be involved in project management	Project Management activity includes Timelines management.

11	Appendix IV	43	Draft Master services Agreement	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.	Accenture	We suggest that the set off right to the Health and Family Welfare Department be deleted as it is against ACN's business policy to grant such a right to the client. The amended clause will read as follows: "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 provided in clause 4.6 below."	No change
12	Appendix IV	43	Draft Master services Agreement	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.	Accenture	We suggest that the levy of penalties be the sole and exclusive right of the Health and family Welfare Department for any delay solely on account of ACN. Further, we suggest that provision for penalty for change in resource should not be retained because we remain under an obligation to provide a suitable replacement under the terms of the contract. Also, if change in resource has a bearing on the timelines for the deliverables, we have already agreed to pay penalties for the same. Thus, we need not have a separate penalty for change in resources. Change in Resources may sometimes be required for reasons beyond ACN's control. The amended clause will read as follows: "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. Notwithstanding any other provisions of the contract, levy of this penalty will be the sole and exclusive remedy of Health and Family Welfare Department for any delay solely on account of Project Consultant"	No change.

13	Appendix IV	43	Draft Master services Agreement	<p>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:</p> <p>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</p> <p>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.</p> <p>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.</p>	Accenture	<p>We suggest that the right of the Department of Health and Family Welfare to terminate the contract for the failure of ACN to adhere to the project timelines should not be retained as penalties have already been provided for any delay in delivery of the deliverables at clause 4.6 of the Draft Master Services Agreement. Further, we suggest that a notice period of 30 (thirty) days be provided to ACN before terminating the contract so as give ACN an opportunity to cure the default of its obligations. The amended clause will read as follows:</p> <p>"Health And Family Welfare Department, without prejudice to any other remedy for breach of Contract or non compliance with service levels, by 30 (Thirty) days written notice of default sent to the Project Consultant, may terminate the Contract fully or in part if the default is not cured or no action has been initiated to cure the default within 30 days by the Project Consultant :</p> <p>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, or</p> <p>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.</p> <p>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."</p>	Agreed. Please refer corrigendum
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14	Appendix IV	43	Draft Master services Agreement	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.	Accenture	We suggest that the clause be amended as follows to give each of the parties the right to terminate in the event of the other party becoming insolvent and a 30 (thirty) day notice period for termination be provided: "Either party may at any time by giving a 30 (thirty) days written notice to the other party terminate the Contract by giving written notice to the other party if the non terminating party becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue to the party that is terminating the contract."	No change
15	Appendix IV	43	Draft Master services Agreement	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.	Accenture	We propose to provide for a notice period of 30 (thirty) days and provide for demobilization costs. Demobilization costs are those unrecoverable costs that Accenture incurs upon early termination of a contract. The amended clause will read as follows: "Health And Family Welfare Department, by 30 (thirty) days' written notice sent to the Project Consultant, may terminate the Contract, in whole or in part, 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. Health and Family Welfare Department would also pay to the Project Consultant for any out-of-pocket demobilization or other direct costs resulting from such early termination."	No change.

16	Appendix IV	43	Draft Master services Agreement	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.	Accenture	The provision envisages that the employees of ACN involved in rendering services to Department of Health and Family Welfare may be re-employed by Department of Health and Family Welfare or a replacement vendor. We would suggest deletion of this provision as it may not be feasible for Accenture to comply with these obligations as it may conflict with its other business interests and policies.	NO change.
17	Appendix IV	43	Draft Master services Agreement	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.	Accenture	We propose to make the confidentiality obligations mutual as it is important for ACN also to protect and safeguard its confidential information: "Either party to the contract 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 the other party."	Agreed. Refer Corrigendum.
18	Appendix IV	43	Draft Master services Agreement	9.1: Responsibility For Safe Custody And Integrity Of Data: 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.	Accenture	We suggest to amend the clause as follows as in the course of performance of its obligations under the contract, ACN may need to disclose the information to its subcontractors or consultants: "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. Further, the Project Consultant is authorised to make necessary disclosures of the information with its subcontractors or consultants provided that they are under obligation to keep such information confidential"	No Change. Please refer corrigendum regarding sub-contracting

19	Appendix IV	43	Draft Master services Agreement	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.	Accenture	<p>We suggest that the indemnification obligations will not apply in the event the Deliverables are used in combination with other products or misuse or modification of the Deliverables by the client. Also, we would like to specify the indemnification procedure stating that the control of proceedings for IPR infringement will retain with us as that will enable us to protect an infringement suit in the best possible manner. We propose following addition:</p> <p>"However, the Project Consultant will not be responsible to indemnify Department of Health and Family Welfare if the claim of infringement is caused by (1) Department of Health and family Welfare's misuse or modification of the Deliverable; (2) Department of Health and Family Welfare's use of the Deliverable in combination with any product or information not owned or developed by the Project Consultant; (3) information, direction, specification or materials provided by Department of Health and Family Welfare or any third party on its behalf. In the event of any claim being made or action brought against the Department of Health and Family Welfare, the Project Consultant shall immediately be notified thereof for taking necessary action and shall be permitted to take charge of the action, claim or proceedings or extend all co-operation to the bidder in the event of a third party instituting intellectual property infringement proceedings against Department of Health and Family Welfare."</p>	No change.
20	Appendix IV	43	Draft Master services Agreement	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.	Accenture	<p>We are of the view that the Department of Health and Family Welfare may IP right and license will meet the underlying interest of Dept. as they only need to acquire an up to date E-health system for their operations for which they can get a license from ACN. The client is not into IT or consulting business – which is the business interest of ACN and thus the need for ACN to own the IPR in the Deliverables. Thus, we suggest that the clause be amended as follows:</p> <p>"Upon final payment, the Project Consultant shall, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, grant to the Department of Health and Family Welfare a perpetual, non-transferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of the Deliverables, for purposes of client's internal business only. To the extent any Deliverable contains the Project Consultant's</p>	No change.

						Confidential Information; it shall be subject to the confidentiality obligations. All other intellectual property rights in the Deliverables remain in and/or are assigned to the Project Consultant."	
21	Appendix IV	43	Draft Master services Agreement	20: Change Control Schedule - 20.1 : 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.	Accenture	We suggest that the clause be amended as follows as a change in the scope of the services is likely to impact the costs. "The State and <Consultant> recognize that change is an inevitable part of delivering services. The Health And Family Welfare Department will work with the PROJECT CONSULTANT to ensure that all changes are discussed and managed in a constructive manner."	No change.
22			General Query	ACN's right to terminate for non payment and disclaimer of implied warranties	Accenture	Additional terms requested by the bidder : "1. In the event of non payment of its dues under the contract by Department of Health and Family Welfare, the Project Consultant will issue a notice to Department of Health and Family Welfare asking it to make the payments within 30 (thirty) days of the notice. If Department of health and Family Welfare does not make the payments within 30 days of the notice, the Project Consultant will have the right to terminate this contract" 2. We would like to disclaim implied warranties including warranties of merchantability and fitness.	No Change

23			General Query	Project coverage	Accenture	<p>We assume that this e-Governance project will have coverage at various category of institutions (hospitals/PHC/sub-centers), various health programmes (public health programmes/food & drug administration), various public registries & regulatory compliance monitoring (birth & death registration, PNDR regulations, AERB regulations etc.), various professional bodies like MCI/NCI/DCI involved in registration and CME training of medical professionals, various Funding Organizations and Dept of Finance providing funding for specific programs and clinical care services - RSBY, JSY, etc. Each of the components will have different requirements for designing an information system. So request to kindly clarify if the government looking at a common integration platform for management control</p>	<p>Yes. The scope of work is for an integrated e- health system for the GoM.</p>
24			General Query	Options of data integration	Accenture	<p>Information technology will have different options of data integration, depending upon the level of sophistication : (i) Use of Electronic devices/ mHealth services to allow data entry at point of care- Public Health Services, Hospitals, etc (ii) EMR/ Clinical Care Pathways for standardization of care & improving coordination within the networked hospitals (iii) Patient Health records for increasing patient involvement, improving access to data and enhance quality of ambulatory care (iv) RFID/ Bar coding for Supply Chain management & dispensing of drugs and pharmaceutical products to enhance patient safety and reduce medical errors (v) Telemedicine and eHealth services to increase coverage to remote and underserved areas (vi) Cloud Computing for data collection and integration across networked hospitals, dispensaries, diagnostic centers for public health governance. Given the expansive scope of services that can be provided to the Department of Health, Meghalaya and since the scope of work doesn't specify any level of sophistication that department is looking for, we request to kindly predefine and align the expectations of Department with available options</p>	<p>The finally selected Consultant is expected to carry out a study of the current systems and best practices of the industry and propose a solution which is ideally tailored for the state of Meghalaya, given its unique requirements. The level of sophistication would be dependent on the current infrastructure availability which the Consultant is expected to finalise by way of Gap Assessment study and propose a suitable technical architecture leveraging existing infrastructure. It is not expected of the current assignment to create new infrastructure rather leverage existing common infrastructure like the SWAN, SDC and CSCs. Option Analysis and suggestions for the optimal option is one of the key deliverables of the Consultant.</p>

1	3.4.3	12	Earnest Money Deposits	Bidders shall submit, along with their Bids, EMD of Rs 10,00,000/- only,(Rupees Ten Lakhs) in the form of a Demand Draft issued by any nationalized or scheduled bank n 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.	Delliotte	Can we consider the validity of the EMD as 3 (Three months) from the date of the tender / RFP.	No it is six months. Ref corrigendum.
2	3.4.5	13	Authenticati on of Bids	A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.	Delliotte	Request you to revise the clause as given below: "A Proposal should be accompanied by a power-of attorney or Board resolution in the name of the signatory of the Proposal."	Agreed. Refer Corrigendum.
3	3.6	14	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 y them as "material deviation" or "non -material d evaluation ". In case of any material deviations, the Committee would be entitled to reject the bid.	Delliotte	Would request you to remove this clause as acceptance of a bidder as deviations may lead to financial advantage to the stated bidder and disadvantage to the others.	Agreed. No deviations to the RFP are allowed. Refer Corrigendum.

4	4.1	16	Pre Qualification Criteria Point 7	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.	Delliotte	Request you to kindly change this clause to: “ 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.”	Amended. Please refer corrigendum
5	4.1	16	Pre Qualification Criteria Point 3	Declaration in this regard by the authorized signatory of the prime bidder should be attached.	Delliotte	Is consortium allowed for this RFP?	No. Please refer corrigendum
6	4.2	17	Technical Qualification Criteria Point 2	A self-certification from authorized signatory (HR Dept)	Delliotte	Request you to kindly change this clause to: “ A self-certification from authorized signatory of the bidder”	No change.

7	4.2	17	Technical Qualification Criteria Point 3 & 5	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)	Delliotte	Request you to kindly change this clause to: "Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Authorized Signatory of the Bidder)	Agreed.
8	4.2	17	Technical Qualification Criteria Point 4	Completion Certificates from the client; OR Work Order	Delliotte	The supporting documents required for past experience of the firm as stated in point 3 and 5 is different from this point i.e. point 4. Is there any reason for it? Would request you keep the same criteria for the supporting documents requirement for all the past experiences asked for.	Agreed. Please refer corrigendum

9	4.2	17 & 18	Technical Qualification Criteria Point 6,7 & 8	A Detailed Note & Presentation	Delliotte	Is the presentation required in a power point format or it is the note in itself.	The marks will be based on the write-up as well as presentation which will basically be helpful in gauging the approach and understanding of the requirement by the bidder. The breakup is as follows :- write-up - 05 marks Technical presentation - 15 marks Please refer corrigendum.
10	4.2 & 4.8	18 & 19	Technical Qualification Criteria & Combined Evaluation	Page 18: 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) = $\{(Technical\ Evaluation\ Marks\ of\ Bidder / Highest\ Technical\ Evaluation\ Marks) \times 100\}\%$ (Adjusted to two decimal places) AND Page 19: Tn = Technical score of the bidder (out of maximum of 100 marks)	Delliotte	Both the sections /clauses for technical score evaluation are in variation. Will the normalized technical score or absolute technical score would be considered for the "Combined and Final Evaluation".	Normalized

11	8	25	Scope Work of	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	Delliotte	Do we have to carryout of the field / site survey for the stated requirement? If yes, please provide the sample size for the same.	The finally selected consultant would be required to visit at a minimum 1 Sub-centre, 1 PHC, 1 CHC, 1 District hospital and 1 Administrative Office per district at his own cost to understand the current as-is. There is no cap on maximum number of visits / facilities. The proposed E-Health system will cover the entire Health spectrum of the State.
12	8.1	25	Scope Work of	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.	Delliotte	Do we have to carryout of the field / site survey for the stated assessment? If yes, please provide the sample size for the same.	The finally selected consultant would be required to visit at a minimum 1 Sub-centre, 1 PHC, 1 CHC, 1 District hospital and 1 Administrative Office per district at his own cost to understand the current as-is. There is no cap on maximum number of visits / facilities. The proposed E-Health system will cover the entire Health spectrum of the State.

13	8.2	25	Scope Work of	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.	Delliotte	The analysis for the State level initiatives and eHealth applications across public/private sector would be desk based study or would it require visits to these sites. If the site visits are required, we would request you to provide the sample size for the same.	The RFP does not limit the number of states from where the best practices may be studied. It will be up to the selected consultant to satisfy themselves that the best practices studied are indeed exhaustive and complete.
14	8.3	25	Scope Work of	Subsequent to this there would be RFP/SRS preparation and detailed hardware specifications.	Delliotte	What level of SRS is the department looking it? Will it involve the use cases too. Please could you share the structure for the same?	The Project Consultant scope of work is well defined in the RFP. For clarity purpose only, the Consultant is not expected to prepare the SRS. The SRS will be prepared by the SI/IA, which will need to be vetted by the Consultant for accuracy and whether it is in line with the DPR – To-BE and FRS which are within the scope of the Consultant.

15	8.6	26	Scope Work of	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 finalization of the Detailed Project Report (DPR).	Delliotte	Please could you specify the stakeholders involved? Also please specify the location wise sample size for the stakeholder interaction. Will the department facilitate the interaction at central level with the concerned stakeholders (may be in a workshop).	Please refer Section 2.2 of the RFP.
16	8.8	26	Scope Work of	Management of the bid process completely, until the finalization of the contracts.	Delliotte	As per our understanding, the scope of this RFP requires only one RFP to be prepared and hence one contract. Kindly state whether our understanding is correct or not.	One RFP & One successful Contract.

17	8.8	27	Scope of Work	Some Other Scope for the Consultant would be- Implement and ensure the usage of standard project management processes, and tools.	Delliotte	Is there any specific tool that the department requires? Will Ms. Project or in house tool suffice?	No; this is left to the discretion of the successful bidder.
18	9	28	Deliverables & Timelines		Delliotte	The deliverables Sr. No. 1 to 5 have dependency on the client and deliverables Sr. No. 6 to 8 are dependent on the vendor to be appointed. Hence would request you to revise the timelines so that these dependencies do not affect the timeline of the consultant.	No change

19	10	28	Payment Terms		Delliotte	<p>The payment at Sr. No. 1 to 2 have dependency on the client and the payment at Sr. No. 3 to 5 are dependent on the vendor to be appointed. In case there is delay by the client or the appointed vendor, it is requested that the consultants should be paid for this additional time also.</p>	No change
20	Appendix I:	35	PreQualification & Technical Bid Templates- Form 6: Proposed Approach & Methodology (page 35)	<p>3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.</p>	Delliotte	<p>Please elaborate the criteria. Are the hours as stated are based on assumption – “8 working hours per day”.</p>	Yes.

21	Appendix I:	36	Pre Qualification & Technical Bid Templates- Form 8: Deviations	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	Delliotte	Deletion of an activity and acceptance of the same by the Department would provide financial advantage to the bidder. Hence would request you to remove the associated clause.	Please refer corrigendum
22	Appendix I:	36	Pre Qualification & Technical Bid Templates- Form 9: Team Composition and Availability	Time Committed for the engagement	Delliotte	Is this time for on-site or off-site commitment? Please clarify.	On-site

23	APPENDIX IV	45	DRAFT MASTER SERVICE AGREEMENT DRAFT-1. SCOPE OF WORK FOR PROJECT CONSULTANT:-clause 1.2. Coverage & Scope (page 45)		Delliotte	The scope defined in the Draft MSA does not include the depth of the scope provided in clause 8 on page 25 of the RFP. Would request you to keep both the scope in sync.	Agreed. Please refer corrigendum
24	APPENDIX IV	47 & 48	- DRAFT MASTER SERVICE AGREEMENT DRAFT-clause 4.5. Penalties (page 47 to 48)	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.	Delliotte	Request you to change the clause as follows: "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. However this would not be applicable, if the resource leaves the company or the resource meets an unfortunate end of his life or is seriously ill and cannot work on the project."	No change.

25	APPENDIX IV	53	<p>– DRAFT MASTER SERVICE AGREEMENT DRAFT- Clause 20 Change Control Schedule</p>	<p>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.</p>	Delliotte	<p>The changes in the SLAs at a later stage may result in financial advantage / disadvantage to the selected bidder. Hence would request you to revise the SLAs, if required at this stage itself (i.e. before bidding).</p>	No change
26	APPENDIX IV	55	<p>DRAFT MASTER SERVICE AGREEMENT - Service Level Agreements</p>	<p>Service Level Agreements</p>	Delliotte	<p>Detailed Project Report Finalization, RFP Document for SI, Draft Contract and Bid Process Mgt ending with Signing of Contract with SI, have the dependency on the Client whereas Pilot Phase Completion, Phase II Rollout in Balance State have the dependency on the vendor to be appointed. Hence any delay from the client or the vendor appointed should not be included in calculation of performance on these SLAs.</p>	No change.

1	2.3.2	6	Existing DPR	This existing DPR would be made available to all prospective bidders, on demand.	KPMG	Kindly mail us the existing DPR at ssdas@kpmg.com	The existing DPR will be made available to the finally selected Consultant.
2	4.1	16, Sr No 5	Pre Qualification Criteria	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 5years.	KPMG	Kindly elaborate on the aspect of "Integrated e-Governance Projects".	Any ICT project which encompasses the entire lifecycle from as-is study, process reengineering, to-be, and final rollout across an enterprise.

3	4.1	16, Sr No 6	Pre Qualification Criteria	The bidder should have provided consultancy for at least one fully integrated e-Health project in public or private sector for last 5 years.	KPMG	Kindly clarify if global credentials are acceptable.	Global references are acceptable.
4	4.2	17	Technical Qualification	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 5years, as on 31.03.2012	KPMG	Kindly clarify if global credentials are acceptable.	Global references are acceptable.

5	4.2	17	Technical Qualification	<p>Presence of the Consulting organization in North East for ICT projects</p> <p>No of Projects in last 5 years(Executed or In-Progress)</p> <p>>10 Projects: 5 marks 3-6 Projects : 3 marks 2-3 Projects: 1 mark</p>	KPMG	<p>As per the marks distribution pattern, 5 marks should be awarded for number of projects >7. Kindly clarify.</p>	<p>Up to 3 projects - 1 marks, up to 6 projects - 3 marks, > 6 projects - 5 marks</p>
6	8.1	25	Existing System Study	<p>They would undertake Assessment of proposed hospitals and other health facilities in the state and which impact on the proposed project.</p>	KPMG	<p>Kindly elaborate how many sample hospitals / health facilities needs to be visited and their locations.</p>	<p>The finally selected consultant would be required to visit at a minimum 1 Sub-centre, 1 PHC, 1 CHC, 1 District hospital and 1 Administrative Office per district at his own cost to understand the current as-is. There is no cap on maximum number of visits / facilities. The proposed E-Health system will cover the entire Health spectrum of the State. – Refer Corrigendum</p>

7	8.2	25	Study of Best Practice	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.	KPMG	Kindly elaborate if this requires visit to other states or not. If so, kindly mention the name and number of states.	The RFP does not limit the number of states from where the best practices may be studied. It will be up to the selected consultant to satisfy themselves that the best practices studied are indeed exhaustive and complete.
8	Form 9	36	Team Composition and their Availability	Organization and Staffing: In this chapter you should propose the structure and composition of your team.	KPMG	Kindly specify the number of resources to be deployed at various stages of the project.	<p>Depending on the proposed approach, the number of resources would vary from bidder to bidder. The evaluation criteria does not give more or less marks based on the absolute number of resources deployed.</p> <p>Minimum number of Consultants would be two. Consultants and Manger will be assigned an equal weightage. Within the two the scoring will be as follows:</p> <p>1. Manager: (10 Marks) Experience = 10 years - 30% Experience 10- 15 years - 40% Experience >15 years - 50%.</p> <p>Qualification - IIT/IIM - 10%</p> <p>Additional certifications - 10%</p> <p>Relevant consulting experience in</p>

								<p>health related projects < 3 projects - 10% Relevant consulting experience in health related projects >= 3 projects - 30%</p> <p>2. Consultants: (10 Marks) Experience = 5 years - 30% Experience 5- 10 years - 40% Experience > 10 years - 50%.</p> <p>Qualifications - IIT/IIM - 10%</p> <p>Additional certifications - 10%</p> <p>Relevant consulting experience in health related projects < 3 projects - 10% Relevant consulting experience in health related projects >= 3 projects- 30%</p> <p>3. Weighted Average of all consultants proposed will be taken.</p>
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1	3.6	14		<p>“Any material deviation as classified by the proposal committee, would entitle the bid to be rejected ”</p>	PWc	<p>Request you to please define Material" or "non material " deviation</p>	<p>Please refer corrigendum</p>
2	3.7.3	15		<p>Tender Evaluation: “ With incomplete information, subjective, conditional offers and partial offers submitted ”</p>	PWc	<p>Will our General Terms and Conditions be a reason for rejection of bid?</p>	<p>The tender evaluation will be strictly as per the terms and conditions laid down in the RFP.</p>

3	4.1	16		Legal Entity: “ Memorandum and Articles o f Associations”	PWc	Will only Certificate of Incorporation suffice?	Yes. Refer Corrigendum
4	4.2	17	SI No 2	Full-time professional staff engaged in Health & IT consulting services (Number of Staff)	PWc	Does this mean Total No. of Staff working in the area of Health IT or can it be Health Consulting and IT Consulting, even if separately?	This is to be read as total number of staff working in the primary domain of Health IT Consulting.

5	4.2	18	SI No 9	Resume of all consultants proposed for the assignment.	PWc	How will "Full marks" (as mentioned in the Requirements column) be computed if one company offers 4 consultant level resources and 2 manager level resources, and another offers 5 consultant level resource and 1 manager level resource keeping everything else same? Will marks given be equal? What will be the formula used? Please mention the number of resources needed to be deployed onsite and offsite along with their needed profiles so that all the bidders are on level playing ground.	Refer Corrigendum.
6	8.1	25		Scope of Work: 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.	PWc	AS-IS Study should be of only the IT Infrastructure. Please confirm.	The AS-IS for the entire systems in place, both IT and non IT, so as to identify change and improvement areas to deliver an optimal IT Solution to the Department.

7	8.1 - 8.4	25		As-Is Assessment, Business Process Reengineering, Best Practises study, functional requirement,	PWc	Are all these activity a part of the Detailed project Report that has to be submitted by the Consultant? If this is so then the timeline of 2 months mentioned for preparation of DPR in Section 9 is very less.	No change
8	8.2	25		It will also be part of the scope of the consultant to prepare a report on the best practices from different states.	PWc	Please provide a tentative list of States or No. of State of which study is expected.	The RFP does not limit the number of states from where the best practices may be studied. It will be up to the selected consultant to satisfy themselves that the best practices studied are indeed exhaustive and complete.

9	8.6	26		All these activities would lead to finalisation of the Detailed Project Report (DPR).	PWc	AS-IS Study, Best Practices Study, TOBE Study, Change Management Plans etc, will all be a part of the DPR? Or will these go into the preparation of the RFP?	It is to be understood that the DPR would be a major input to the RFP and would necessarily include the AS-IS, To-Be, Best practices, etc
10	9	28		RFP Document for SI T+2.5 months	PWc	15 days is too less a time for preparation and finalisation of the RFP, as it would not only require preparation time but also finance and legal vetting time. Please factor in such time required and provide a revised entire project timeline schedule.	Since all pre-activities would be carried out at the DPR stage, the time limit for RFP preparation is deemed sufficient.

11	10	28		Payment Terms Final Rollout and Acceptance 40%	PWc	Please divide the payments for this phase into 2 sub phases as the payments to Consultant will be held up for at least 18months.	No change. The consultant is expected to ensure that roll out and acceptance happens as per schedule.
12	Appendix I		Form 7	All activities should meet the 8/80criteria. That is it should at least take 8 hours and at most 80 hours.	PWc	This clause may not be realistic as all the activities may not be limited to 80 hours.	This time period pertains to each individual activity / function. The time limit for the entire process / sub-process may exceed 80 hours.

13	Appendix IV		Draft Contract Agreement- Scope	Scope of Work	PWc	The SoW of the Draft Contract does not match with the SoW mentioned in Section 8. Please clarify which one to consider for the proposal. Ideally both the SoWs should be the same or the SoW in the Contract should be a more detailed one, which in this case is missing.	Please refer corrigendum
14	Appendix IV		Draft Contract Agreement - Payment Terms	Payment Terms. Final Rollout and Acceptance 40%	PWc	Please divide the payments for this phase into 2 sub phases as the payments to Consultant will be held up for at least 18 months.	No change. The consultant is expected to ensure that roll out and acceptance happens as per schedule.

15	Appendix IV		Draft Contract Agreement - Penalties	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.	PWc	Please include "The penalty will not be calculated if the delay is due to reasons beyond the control of the Project Consultant as in the case of Force Majeure".	Section 6, pg 48 already addresses this issue sufficiently.
16	Appendix IV		Draft Contract Agreement - Penalties	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.	PWc	Kindly relook into the clause, as the attrition rate In the Industry is very high.	No Change.

17	Appendix IV		Draft Contract Agreement - Termination	Termination Clause	PwC	The termination clause is one sided. Need to make it both sided.	No change.
18	Appendix IV		Draft Contract Agreement -	IPR Indemnity	PwC	Client shall notify PwC in writing of any claim which may give rise to a claim for indemnification and shall co-operate with all reasonable requests of PwC in defending or settling such claim. Further, we should not be expected to indemnify against claims covering alleged infringements caused by modifications to the work performed by PwC that are not made by PwC or that result from Client or third party provided designs, specifications or other information or from combination of such work with products or services not provided by PwC.	No change.

19	Appendix IV		Draft Contract Agreement -	IPR / Ownership	PwC	All the reports/ materials prepared by PwC under this contract would belong to and remain the property of the client .Our pre-existing IPR's remain with us and that the supply of these or third. Similarly, we would not pass ownership in drafts or working papers to client.	No change. All deliverables are the property of the client including IPR.
20	Appendix IV		Draft Contract Agreement -	Acceptance	PwC	The iteration related to submission of deliverables will remain to two rounds. In case there in no response within 15 days from the client, the deliverables would be treated deemed accepted.	Not accepted.

21	Appendix IV		Draft Contract Agreement -	Access / Inspection	PwC	<p>We are constrained in terms of our ability to allow clients or their representatives access to our premises, systems or records. However, we would be pleased to discuss ways to ensure that, if required, engagement specific records are made available to the client within an agreed time period, as per an agreed protocol.</p>	<p>The entire context of the access / inspection is with respect to the current assignment. The bidder is expected to allow reasonable access as mentioned in the RFP.</p>
22	Appendix IV		Draft Contract Agreement -	Confidentiality	PwC	<p>We would be able to share confidential information on a strict need to know basis for the purposes relating to this project. Further, standard exclusions to confidentiality clause, such as information available in the public domain etc, need to be documented in the Contract. Subject to confidentiality restrictions, PwC should be given a one- time approval to refer to this engagement for client citation purposes.</p>	<p>No change. As per RFP.</p>

23	Appendix IV		Draft Contract Agreement -	Dispute Resolution / Arbitration	PwC	<p>We suggest that the sole arbitrator be appointed mutually by the parties in accordance with the Arbitration and Conciliation Act, 1996. However if PwC does not have leverage in this, it should be clarified that arbitration shall be conducted in a fair and impartial manner in accordance with the principles of natural justice, under the Arbitration and Conciliation Act, 1996.</p>	<p>The Arbitration process will be governed by the Arbitration and Conciliation Act, 1996. Please refer corrigendum.</p>
24	Appendix IV		Draft Contract Agreement -	Exit Management	PwC	<p>We would request you to clarify whether the "nominated agencies" of the Client would be under any obligations of confidentiality with respect to the confidential information (relating to the engagement) shared by PwC. We should have an agreement wrt the nature of documents that are required to be shared with the Client.</p>	<p>The Department and bidder are bound by confidentiality agreement as above. The nominated agencies will also be extended similar confidentiality terms. All documents related to the current assignment are the property of the client and will be shared by the Consultant with the nominated agencies as per RFP terms and conditions.</p>

1	2.3.1.	5	Existing IT Systems in the State	As described in the given clause about some application programs developed but not fully utilized.	TCIL	Whether we have to work on those as well, as part of our scope of work. Please clarify.	The AS-IS for the entire Systems in place, both IT and non IT, so as to identify change and improvement areas to deliver an optimal IT Solution to the Department
2	4.2.	17	Technical Qualification Criteria>Presence of the Consulting organization in North East for ICT projects.	Full marks is given for more than 10 projects in NE.	TCIL	Please include other domain project as well, not only ICT projects.	Not agreed

3	4.2.	18	Technical Qualification Criteria>APPROACH & METHODOLOGY	As mentioned in the clause regarding marks to be distributed on the basis of note and presentation.	TCIL	During technical evaluation of the bid, marks will be allotted on the basis of write up or on the basis of subsequent presentation of the bidder. Please clarify and also provide break up of marks for detailed note and presentation.	The marks will be based on the write-up as well as presentation which will basically be helpful in gauging the approach and understanding of the requirement by the bidder. The breakup is as follows :- write-up - 05 marks Technical presentation - 15 marks Please refer corrigendum
4			Last Date of submission of Bids	Last date for submission of bids.	TCIL	Request you to consider extension of the bid submission for two weeks, from the date of receipt of clarifications to pre-bid queries.	No Change.

1	2.3.2			DPR prepared in year 2009	Wipro	Can the bidder have copy of the DPR?	The selected bidder will be provided a copy of the DPR.
2	2.4			About the Department	Wipro	How many offices are there across the state? It will help us in identifying of site visits required and logistics involved	Please refer corrigendum.

3	3.4.3			EMD	Wipro	We would request to allow submission of EMD in the form of Bank Guarantee as the amount is very high. BG provides flexibility to the bidder to manoeuvre the fund while Tenderers security aspect remains fully taken care by bank.	Agreed.
4	3.6			Deviations	Wipro	What kind of material deviation is referred to?	Please refer corrigendum.
5	4.2(Point 5)			Relevant Past Experience	Wipro	Is there any order value preference as well besides no. of projects? If yes, pl provide the marks distribution.	No.
6	4.2(Point 9)			Relevant Past Experience	Wipro	Would request to revise the criteria by Experience of the resource person, education qualification and delete the specific institute name	Refer Corrigendum
7	10			10% payment against DPR acceptance	Wipro	We would request to increase percentage of payment on completion of DPR and acceptance by state to 20%. This will be commensurate with effort required to prepare the DPR	No change
8				Signing of Contract with SI	Wipro	The corresponding payment term should be splited into (1) Preparation of RFP and acceptance by state and (2) Selection of SI , each carrying 10% payment milestone.	No change

9	Appendix IV Point 4.6			Penalty of Rs 1 Lac per person during first one year	Wipro	Today's industry wide attrition doesn't guarantee such a long association. We would therefore request to provision for replacement with equivalent or better resource person in terms of experience and qualification.	No change
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