

REQUEST FOR PROPOSAL
FOR
DESIGN, DEVELOPMENT & MAINTENANCE
OF
DOCTOR DIARY WEBSITE & MOBILE APP

UTTAR PRADESH TECHNICAL SUPPORT UNIT
404, 4th Floor, Ratan Square, Vidhan Sabha Marg, Lalbagh, Lucknow
Uttar Pradesh-226001

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DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of IHAT or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by IHAT to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IHAT in relation to the ERP Implementation project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for IHAT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IHAT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

IHAT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or

completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

IHAT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

IHAT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that IHAT is bound to select a bidder or to appoint the selected bidder, as the case may be, for the ERP Implementation Project and IHAT reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHAT or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and IHAT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

FACT SHEET

FACT SHEET	
Particular	Details
RFP issued by	IHAT
Date of Issue of RFP	08/10/2020
Availability of RFP	RFP can be downloaded from www.ihat.in
Selection Method	QCBS (Quality & Cost Based Selection)
Date & Time for Pre-bid Meeting	13/10/2020, 03:30 PM
Last Date & Time of receipt of Queries for Pre-Bid meeting	17/10/2020, 06:00 PM
Date of Release of Response to the Pre-bid queries / Revised RFP	21/10/2020
Last Date & Time for submission of Proposals	27/10/2020, 03:30 PM
Date & Time for Technical Presentation	02/11/2020, 11:00 AM
Date & Time for opening of financial Bids	06/11/2020
Declaration of successful bidder	10/11/2020
Signing of Agreement	17/11/2020
Earnest Money Deposit (EMD)	EMD of amount 50000.00/- (Fifty Thousand) Only Demand Draft / Bank FDR / Bank Guarantee in favour of "India Health Action Trust" and payable at Lucknow from any commercial / scheduled bank to be submitted in original physical form at IHAT
Performance Bank Guarantee (BPG)	PBG as mentioned in this RFP
Nodal person for correspondence and clarification	Uday Bhanu Kumar Email: uday.bhanu@ihat.in Mob: 9644655521
Address of Bid Submission	UTTAR PRADESH TECHNICAL SUPPORT UNIT 404, 4th Floor, Ratan Square, Vidhan Sabha Marg, Lalbagh, Lucknow, U.P. -226001

GLOSSARY

Glossary	
Abbreviation	Full Form
API	Application Programming Interface
BMGF	Bill & Melinda Gates Foundation
CHC	Community Health Centre
CMS	Chief Medical Superintendent
DH	District Hospital
DD	Demand Draft
EMD	Earnest Money Deposit
FDR	Fixed Deposit Receipt
GST	Goods Service Tax
IA	Intermediate Agency
ICT	Information Communication Technology
IHAT	India Health Action Trust
IP	Intellectual Property
IT	Information Technology
MeITY	Ministry of Electronics & Information Technology
MoU	Memorandum of Understanding
MOIC	Medical officer In-charge
PHC	Primary Health Centre
PBG	Performance Bank Guarantee
RFP	Request for Proposal
SC	Sub Centre
SDD	Software Design Document
SLA	Service Level Agreement
SQL	Structured Query Language
TSU	Technical Support Unit
UoM	University of Manitoba

Introduction

Uttar Pradesh Health Management Information System (UPHMIS) is an integrated data system designed to fulfil the needs of a data warehouse for the state of Uttar Pradesh capturing data from HMIS, Vertical Health and Non-health programs under one single application. With all data available under one roof, the aim of this system is to provide analytical support to the State Ministry of Health, NHM UP and IHAT to strengthen evidence-based decision making at the policy level. At present, the UPHMIS system is working in all 75 districts in the State with the implementation focused towards facility-based reporting covering all health facilities.

The Doctor's Diary module is a part of the large UPHMIS ecosystem with a specific focus on the measuring the performance of the workforce engaged in providing clinical care to the patients at different types of facilities such as District Hospitals (DHs), Sub-District Hospitals (SDHs) and Community Health Centers (CHCs), especially First Referral Units (FRUs). The specialist doctors are engaged with the UP-health system both in regular employment, as well as contractual with pre-defined work deliverables and service level agreements. Through these contractual deployments it becomes easier to bridge the gap between the required numbers of doctors in the public health infrastructure in the State.

With the contractual mode of employment, an increased need to monitor the performance of the doctor has come up which feeds on to the incentivisation of the hired clinicians. To fulfil the above needs, design and development of an electronic system was envisaged, i.e. the Doctor's Diary.

Objective of RFP

To engage a qualified and experienced agency having experience in the field of Design, Development, Maintenance of Websites and Mobile App. The agency shall be required to design Doctor Diary website and mobile app as per the requirement of the organization. The agency would also be required to prepare a detailed software requirement specification. The agency shall provide end-to-end managed service for development and maintenance of website and

mobile app both.

Scope of Work

a) Scope of Web and Mobile enabled Doctor Diary software

- To make repository of various medical procedures conducted by specialized doctors under any health facilities which acts as First Referral Unit
- To monitor the performance of doctors
- Estimation of medical procedures being conducted at various FRUs
- Calculating the amount which is required for reimbursement to doctors.
- Track the Payment Details

b) Deliverable

- Study and submission of SDD Document
- Bi-lingual Development of User-friendly web and mobile app software for Doctor Diary Platform
- Developed Mobile App should be compatible with Google Play and Apple iStore
- Training for the Doctors, MOIC, CMS, Administrator and Program Team on software modules
- User Manuals/ Handbook etc.
- Multi-level user log-in option linked with access permissions.
- DOCTOR DIARY Modules (Details in AnnexureIV)
 - i. Web Enabled Doctor Diary Module
 - ii. Mobile Enabled Doctor Diary Module
- The website and mobile app will be in open source environment with proven development tools and database. No commercial or proprietary software shall be used in development of the complete website.
- Integration with UPHMIS (and other software, based on program team requirement) APIs to display statistics/ data.
- There may be deviation of 10% in scope of work.

c) Technical Platform

The Website should be developed with the latest open source proven technology, using up-to-date and well established development tools and software. **The development approach should conform to the best practices in the website development and Mobile App application maintenance industry in line with Govt. of India Guidelines for Indian Government Websites prepared by**

MeitY.

It should ensure the following:

- Adherence to commonly accepted standards and practices, including W3 Compliance.
- Using latest website design technologies like HTML5 or higher with acceptability on all current user technology platforms; browsers, operating systems and client systems.

d) Security

The vendor shall ensure and provide the following security features:

- Tools for control and monitoring website application security.
- Protection against defacement and hacking of the application.
- Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service etc.

e) Maintenance

The agency is expected to maintain the complete website both technical and application for overall 1 years subject to satisfactory performance of the agency which shall be evaluated every year. The application management shall include any content update, upload or any minor or major change in website.

f) Content

Content will be provided by designated content administrator in soft copy and no content will be uploaded on the website without permission of such designated person.

g) Integration

The website should be ready to consume web services and integrate with different web applications. Also, the website shall be capable of creating / exposing web services for complete application content.

h) Migration

Migration from existing hosting environment and website content to the proposed environment with latest application code and database. Short-listed bidder shall appoint a single point of contact with whom IHAT shall interact and should be subject matter / domain expert/s to interact with the technical team in IHAT.

i) Training

- The agency must ensure that Doctor Diary project owner or Officer nominated to manage the website is adequately trained on all modules.
- User manuals for all categories of users shall be made available in printable format including but not limited to navigation of the application, content update, media upload, menu addition and etc. The training manual should be updated each time a new module / functionality / upgrade happens on the system.
- There may be certain users for whom a detailed training will be required in modules to enable them to identify and operate the modules as per-requirement.
- The training programme may be repeated once every year for a project owner or admin as per requirement of IHAT.

Website Audience

The site caters to the needs of a variety of visitors comprising government officials, TSU program team, and Doctors.

Maintenance Requirement

The hosting and deployment of information in all cases has to meet the prescribed deadlines. Maintaining strict confidentiality as the data is very sensitive.

Content Language

The website shall be bilingual (English & Hindi). The website shall also have videos, photographs, multimedia presentations and interactive tools.

Pre-bid Meeting

A pre-bid meeting would be held at 3:00 PM 25th September, 2020 at the Corporate Office of IHAT located at 404, 4th Floor, Ratan Square, VS Marg, Lalbagh, Lucknow - 226001. Those bidders desirous of attending the pre-bid meeting may please register their names by sending an email addressed to adi.ranjan@ihat.in and uday.bhanu@ihat.in latest by 3:00 PM on 23rd September, 2020.

Bidders are required to direct all communications for any clarification related to this RFP, to IHAT either during the pre-bid meeting or through email to adi.ranjan@ihat.in and uday.bhanu@ihat.in (latest by 3:00 PM on 30th September, 2020). All queries relating to the RFP, technical or otherwise, must be in writing only. IHAT will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders. However, IHAT will not answer any communication initiated by bidders after the completion of pre-bid meeting. Bidders should invariably provide details of their email address (es) as responses to queries will only be provided to the bidder via email. If IHAT in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then IHAT reserves the right to communicate such response to all bidders.

Eligibility Criterion

- i The bidder should be a registered company. (Copy of Certificate of registration is required to be submitted by the bidder.)
- ii A company / partnership firm / any other which shall provide evidence that it is a current legal entity in India, with impeccable repute in managing equally large and data oriented sites, with at least 3 years' experience in managing similar websites and mobile app may apply.
- iii The bidders should meet the following qualifying criteria with average annual turnover during the last 3 financial years ending 31st March, 2017-18; 18-19; 19-20.

Turnover Criteria of the Firms in Rupees (Minimum)
25 Lakhs

- iv The company / partnership firm / any other should have experience of hosting websites with interactive features.
- v The bidding company / partnership firm / any other must warrant that no legal action has been taken or being undertaken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).

- vi **The bidding company / partnership firm / any other should have a fully functional development and service center in LUCKNOW mere marketing and representative office will not qualify.**
- vii The bidding company / partnership firm / any other should have proven experience in designing a new site or migrating an old site as per WCAG 2.0 guidelines for Levels A, AA, and AAA.
- viii The bidding company /partnership firm / any other shall have in-house content writing and editing skills.
- ix The bidding company / partnership firm / any other should have a robust in-house designing team and should be well versed with designing.
- x The bidding company / partnership firm / any other must demonstrate that it has been engaged in the provision of similar services for other large & complex State and Central Government / Semi - Government / Board / Mandal / Nigam.

Data Ownership

The ownership of all source code of website / software used for the purpose of hosting and deployment of the content of website and mobile app would rest with IHAT. IHAT reserves the right to change the service provider for maintenance with one month notice period. The source code along with other software / data required to migrate the entire website from the current service provider to the service provider / representative as informed by IHAT, would have to be provided to IHAT and handhold /facilitate the migration activity with new vendor whenever the same is asked for by IHAT.

Period of Assignment

The initial assignment, i.e. contract, of the maintenance of the website will be for a period of 1* (One) year. However, both parties shall have the option to terminate the contract with a notice period of one month or on mutually agreed notice period.

*As UPTSU project by IHAT is completing on 28th February 2021,ideally the contract end date shall also remain as 28th February 2021, however, contingent upon the extension of UPTSU project date, this contract shall also be extended to complete one year.

Two - Stage Bidding Process

- a) For the purpose of selection of the vendor, a two - stage **Quality - and Cost - Based Selection (QCBS)** bidding process will be followed with 60% weightage towards Technical Bid and 40% weightage towards Commercial Bid.
- b) The response to the present expression of interest is to be submitted in two parts, i.e. **Technical Bid** and **Commercial Bid**. These are two distinct and separate parts of the tender and shall be packed / submitted in separate envelopes or boxes.
- c) The 'Technical Bid' will contain technical details, whereas the 'Commercial Bid' will contain pricing information. The Technical Bid should NOT contain any pricing or commercial information at all.
- d) Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- e) The proposal as well as all related correspondence exchanged by the Firm(s) and the Employer shall be written in English language, unless specified otherwise.
- f) In the first stage, only the 'Technical Bids' will be opened and evaluated. Those companies whose bids satisfy the technical requirements as detailed in this RFP shall be short - listed for an individual presentation in front of the committee.
- g) Under the second stage, the Commercial Bids of those companies whose bids have been short-listed earlier on the basis of evaluation of their Technical Bids and Presentation, will only be opened for further processing.
- h) Firm(s) shall express the price of their Assignment / Job in Indian Rupees.
- i) IHAT may call for further clarifications, additional particulars required, if any, on the technical / commercial bids submitted. The vendor has to submit the clarifications / additional particulars in writing within the specified date and time. IHAT at its discretion may disqualify the bidder's offer, if the clarifications / additional particulars sought are not submitted within the specified date and time.
- j) Amendments to this bid document may be issued at any time, prior to the deadline for the submission of bids. From the date of issue, amendments to the bid document shall be deemed to form an integral part of the bid document.

- k) IHAT reserves the right to call for an individual presentation on the features etc., from the shortlisted bidders based on the technical bids submitted by them to make an evaluation.
- l) The commercial bid should contain quotation for end-to-end solution including website and mobile app development and support services as envisaged in this document.
- m) The bids must be submitted in accordance with the format specified in this document only.
- n) Bidding companies must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at anytime. Kindly ensure to submit the bids in the formats as given in Annexure I. (Technical Bid) and Annexure II (Financial Bid) in **separate** sealed covers.

Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal:

- i. Copy of Contract / work orders / Completion Certificate indicating the details of previous assignment, client etc. duly self-certified.
- ii. Key personnel i.e. CVs of key personnel and details of associate/s likely to be involved in executing this assignment.
- iii. An undertaking stating that firm / organization is not blacklisted by Government or its agencies including Central / State Level Public Enterprises since its incorporation.
- iv. A Certificate regarding non-disclosure / sharing of confidential information with third parties.
- v. Statement supported by documentary evidence establishing fulfillment of all the Minimum Eligibility Criteria by the bidder/s.
- vi. Certificate of incorporation, PAN Number & Service Tax Registration, GST Number.
- vii. Covering letter declaring the offer to be unconditional, confirming its validity for 90 days and a list of all the documents submitting along with the Bid.

Technical Evaluation Criteria

S. No	Criteria	Range of Marks (Max. Marks)	Minimum Required	Marks Obtained
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1	ISO, SEI, CMMI or Relevant Certification.	05 (2.5foreach certification)	2.5	
2	Adequacy of proposed approach & methodology, inline with the requirement.	20	11.5	
3	Past experience in Design, Development & Maintenance of Website/ Web Portal / Web application.	10 >8 projects–10marks >=3 - 8 projects – 5 marks <3 projects – 0 marks	5	
4	Experience in Design & Development of state or central Govt./PSU/ Corporate bodies Website/ web portal/ Web application.	10 >4projects–10 marks >=1-3projects–5 marks	5	
5	Innovation content of the proposal / technical solution, suggested layout.	10	5	
6	Technical team and other resources availability with bidder having PM experience on state or central Govt. / PSU / Corporate bodies in Website / web portal design, development, hosting and maintenance. <ul style="list-style-type: none"> • Project Manager / Lead • UI / UX Designer • Programmer • Mobile App Developer 	15 (5 each for 3 resources) >=4 projects – 5 marks >2 -4 projects–4marks =2projects–2 marks	6	
	Total Marks	70 marks	35 marks	
Technical Presentation		30 marks		

Technical Presentation

The bidder/ agency may be asked to make a brief presentation (around 20 minutes) of their credentials and the proposed methodology / approach,

before the Evaluation Committee. The date, time & venue of the presentation will be intimated separately.

Timeline frame for bidding

Refer FACT sheet on page no. 5

Implementation and Payment Schedules

The total time for full project implementation will be not more than 3 months from the date of signing of the contract.

In case your proposal is accepted and order is placed on you, the work as per scope of work mentioned in this RFP against the order should be completed within the period stipulated in the order. IHAT reserves the right to recover any loss sustained due to delayed delivery by the way of penalty. Failure to complete the work within the stipulated period shall entitle IHAT for imposition of penalty without assigning any reasons at 0.25 percent of the total value of the contract as penalty per day subject to a maximum of 10% unless extension is obtained in writing from the IHAT on valid ground before expiry of delivery period.

The new project is expected to be fully functional by 31st December, 2020. IHAT expects the service provider to submit a clear road map for achieving this target.

Following would be the payment schedule (terms of payment) for each Phase:

Phase	Percentage
On Approval of SRS	10%
On Approval of the Design and Development of the Website and Mobile App	20%
On deployment of website and Mobile app	30%
On handing over source code along with user manual	20%
On completion of 2 months from the date of successful deployment of website and Mobile App	20%

Since the ownership of the source code used for customizing and hosting Doctor Diary website and Mobile app rests with IHAT, the source code must be handed over to IHAT immediately after completion of development and update of the data. Whenever, there is any modification / addition in the source code during warranty / AMC period, the modified / changed source code must be handed over immediately to

IHAT. The ownership of source code and its related Intellectual Property Right (IPR) shall be with IHAT. In case, IHAT wishes to change the service provider for the scope of work mentioned in this RFP at any time, the existing vendor / agency shall handhold and support the new vendor to migrate the existing source code and its database within a time bound manner.

How to apply?

Please send us a detailed profile of your company / partnership firm / any other firm, including the number of people and their technical qualifications, details including physical location of the offices,

- a) Please also mention URLs of at least **three other public websites** that you manage for your clients and which in your opinion hold relevance for IHAT, if any.
- b) **Please enclose a BRIEF write up reviewing the present Doctor Diary software and how you visualize our software with suggestions about improvement. The note should be in BULLETS.**

Please send your proposal with Technical and Commercial Bids in the specified formats giving complete details **in separate sealed covers**, superscribed as '**DOCTOR DIARY Website and Mobile App: Technical Bid**' and '**DOCTOR DIARY Website and Mobile App: Commercial Bid**', to

Director (IT)
Uttar Pradesh Technical Support Unit (UPTSU),
Corporate Office,
404, 4thFloor, Ratan Square
VS Marg, Lagbagh,
Lucknow - 226001.

Period of bid validity

The Bids shall be valid for a period of 90 days from the closing date for submission of the bid.

Evaluation

IHAT will evaluate the bids on QCBS (70% Technical and 30% Commercial) following the process as stated above. The evaluation criteria shall be based on the requirements stated in this bid document.

- The Firm(s) should not contact IHAT on any matter related to its Technical and / or Financial Proposal. Any effort by Firm(s) to

influence IHAT in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the Firm(s) proposal.

- IHAT will constitute a selection Committee to carry out the evaluation process.
- Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in this RFP.

The individual Technical Scores of the technically qualified bidder, thereafter will be normalized as per the formula below.

$$T_n = \left(\frac{T_b}{T_{max}} \right) \times \frac{60}{100}$$

where:

T_n = Normalized technical score for the Bidder under consideration.

T_b = Absolute technical score for the Bidder under consideration.

T_{max} = Maximum absolute technical score obtained by any Bidder.

- Financial proposal of only those firm(s) who are technically qualified shall be opened on the date & time specified by IHAT in the presence of the Firm(s) representatives who choose to attend.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the bidder. The bidder shall bear all taxes, duties, fees, levies and other charges other than service tax imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be determined using the following formula:

$$F_n = \left(\frac{F_{min}}{F_b} \right) \times \frac{40}{100}$$

Where:

F_n = Normalized financial score for the Bidder under consideration.

F_b = The commercial bid value of the Bidder under consideration.

F_{min} = Minimum commercial Value bid.

- The overall score will be calculated as per the formula given below.

$$B_n = T_n + F_n$$

Where:

B_n = Overall score of the Bidder under consideration.

T_n = Normalized technical score of the Bidder under consideration.

F_n = Normalized financial score of the Bidder under consideration.

- The bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the work order (the Successful Bidder)
- IHAT reserve the right to negotiate with the bidder whose proposal for development services has been ranked as successful bidder by the committee on the basis of price quoted in the commercial proposal and also the other technical and commercial terms and conditions furnished in the Technical proposal.

Responsiveness of Proposals

The proposals received on time, accompanied by the requisite and proper Proposal Security shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal may be treated non-responsive for any or all of the following reasons: -

- The bidder/s not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the RFP.
- All the information as indicated in the Proposal Document is not furnished.
- Validity of proposal not confirmed.
- Proposal documents not signed and sealed in the manner prescribed in the RFP.
- The proposal and supporting documents show significant variations

and or inconsistency/is.

- It the technical proposal indicates / discloses directly or indirectly financial proposal.
- A non-responsive proposal shall be rejected at this stage.

Scrutiny of Technical Proposals

Responsive bids shall be examined in detail for their technical contents. Compliance to detailed Scope of work, Experience of bidder, proposed work plan for implementation, team composition etc. of the bidders shall be checked.

In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed / altered either to fulfil minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters. The proposals which are found deficient or defective or unacceptable due to any reason, whatsoever, shall be treated as non- responsive.

Notification of Award

The acceptance of a bid, subject to contract, will be communicated in writing at the addresss upplied by the bidding company / partnership firm / any other firm in the tender response. Any change of address of the company / partnership firm / any other firm should therefore be promptly notified to IHAT.

Signing of Contract

The vendor shall be required to enter into a contract as per Annexure – V with IHAT, within 15 days of the award of the bid or within such extended period, as may be specified by IHAT, on the basis of the Bid Document.

Earnest Money Deposit (EMD)

An EMD of Rs. 50000.00 (Rupee Fifty Thousands only) in the form of Demand Draft(DD) drawn in favor of India Health Action Trust, payable at Lucknow has to be submitted along with the proposal.

- i. Proposal not accompanied by EMD shall be rejected as non-responsive.
- ii. No interest shall be payable by the Employer for the sum deposited as EMD.
- iii. No bank guarantee will be accepted in lieu of the earnest money deposit.
- iv. The EMD of the unsuccessful bidders would be returned back without interest within 90 Days from the date of closure of the bid.

The EMD shall be forfeited by IHAT / IHAT in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the Firm(s) thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to UPTSU / IHAT after opening of Bid / Proposal during the validity period or any extension thereof.
- iii. If the Firm(s) tries to influence the evaluation process.
- iv. If the first ranked Firm(s) withdraws its proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Firm(s)).
- v. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- vi. If the Successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by IHAT.

Performance Bank Guarantee

- i. The successful bidder shall, at its own expense, deposit with the IHAT, within 15 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure III, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfillment of the contract by the Bidder.
- ii. After submission of Performance Bank Guarantee (PBG), EMD shall be returned to the Bidder firm.
- iii. The Performance Bank Guarantee may be discharged by IHAT upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid for 1 year

from the date of notice of award of the tender.

- iv. Failure of the Bidder to comply with the above requirement, or failure of the Bidder to enter into a contract within 15 days or within such extended period, as may be specified by the IHAT, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

Right of the IHAT to accept or reject the bid

- a) IHAT reserves the right to accept / reject any or all offers submitted in response to this without assigning any reason whatsoever.
- b) IHAT reserves the right to short-list the Bidders based on the requirement of IHAT and may call bidders for a presentation or otherwise before an evaluation committee, at bidder's cost.

Governing Law and Disputes

- a) The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.
- b) All disputes or differences whatsoever arising between the parties (i.e., IHAT and the Bidder / Vendor) out of or in relation to the construction, interpretation, meaning and operation or effect of this Bid Document or breach thereof, shall be settled amicably by the parties. If the dispute/s or difference/s is / are not resolved **by mutual deliberations as stated above**, it shall be referred to a Sole Arbitrator appointed by **mutual consent of the parties** under the applicable provisions of Arbitration and Conciliation Act, 1996 and the rules there under. Any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration Proceedings under this clause. The expenses of the Arbitration Proceedings as determined by the Arbitrator shall be shared equally by the Bidder and IHAT. However, the expenses incurred by each party in connection with the preparation, presentation of their case / claim etc shall be borne by the respective party/ies itself. The Arbitral Awards shall be in writing, English language and shall state the reasons for the Award. The Arbitrator / shall give a reasoned award. The Award of the Arbitrator shall be final and binding on the parties. Any appeal will be subject to the exclusive jurisdiction of the courts at Lucknow, India.

- c) The Bidder /vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by IHAT or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained.
- d) The venue of the arbitration shall be Lucknow, Uttar Pradesh, India.

Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labor trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. Decision of IHAT in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this RFP, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, However, the foregoing shall not include any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the aggregate liability of bidder under the Agreement shall not exceed the amount of Professional Fees actually paid by IHAT. Provided, that aforesaid limitation of liability shall not be applicable in respect of claims arising as a result of infringement of Intellectual Property Rights of a third party.

Conditions under which this RFP is issued

- i. This RFP is not an offer and is issued with no commitment. IHAT reserves the right to withdraw the complete RFP and change or vary

any part thereof at any stage. IHAT also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants / Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

- ii. IHAT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- iii. The Applicant / Bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fees, expenses associated with any demonstration or presentations which may be required by IHAT or any other costs incurred in connection with or relating to its proposal. All such cost and expenses shall remain with the Applicant / Bidder and IHAT shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- iv. IHAT reserves the right to withdraw this RFP, if it is in the best interest of the organization.
- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by IHAT.
- vi. No oral conversations or agreements with any official, agent or employee of IHAT shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IHAT shall be superseded by the definitive agreement that results from this RFP process. Oral communications by IHAT to bidders shall not be considered binding on IHAT, nor shall any written materials provided by any person other than IHAT.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IHAT or any of the irrespective officials, agents, or employees arising out of, or relating to this IHAT or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

- viii. Applicants / Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- ix. **Late Proposal:** Any Proposal received by IHAT after due date will not be accepted and shall be returned unopened to the Bidder.
- x. For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal shall become the property of IHAT and shall not be returned after opening of the qualification proposal. IHAT is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. IHAT shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- xi. By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

Annexure I

Format for submitting Technical Bid

(No financials to be mentioned in this)

S. No.	Particulars	Details
1.	Basic:	
	a) Firm's Name	
	b) Date of Incorporation	
	c) Corporate Office Address	
	• Contact Person	
	• Phone No. (landline / Mobile)	
	• FaxNo.	
	Email address :	
	Contact person in Lucknow:	
2.	Turnover:	
	• Turnover for last 3 years (In Lakhs)	
	2017-18	
	2018-19	
	2019-20	
	Average:	
3.	Technical:	
	<i>Please provide details relevant only to website service</i>	
	a) No of Technical Staff	
	• Hardware Area (server end)	
	• Software Area	

	b) Content writing / editing, designing skills and coding skills	
	No of personal for content writing / editing for web and mobile	
	No of personal for designing for web and mobile	
	<i>Attach links of websites and play store for which developed website and mobile app</i>	
4.	Project implementation experience in designing, web and mobile hosting and maintenance (Please provide details of the best 3 websites you created):	
4.1	Total number of clients handled in Govt / PSU sector	
4.2	Most important 3 clients handled in Govt / PSU	
4.3	Following information for any 3 Projects of the service provider	
	Project 1 / 2 / 3 Name of project:	Provide link of the website and mobile
	Project Location:	
	Client Name:	
	Was coding writing / editing handled by you?	Tick the appropriate answer Yes No
	Was design of the website& Mobile done by you?	Tick the appropriate answer Yes No
	Number of concurrent visitors supported (give maximum peak hits and average numbers)	

5.	<p>Specific Technical Information:</p> <p>What would be the features and strategies adopted by the bidding company / partnership firm / any other firm on the following:</p> <p>website & Mobile management</p> <p>maintenance</p> <p>content management</p> <p>security management</p> <p>back-up approach</p>	
6.	<p>(a) Proposal including timeframe to takeover hosting of the website as it is at present.</p> <p>(b) Proposal including time frame to implement suggestions.</p>	
7.	<p>Proposal for support services for the Doctor Dairy Website and Mobile App (Click appropriate answer)</p>	
	<p>Will maintain a turnaround time of maximum 4 hours for requests made during working hours</p>	<p>Yes No</p>

	Will provide complete security services for the website and mobile app including anti-phishing	Yes No
9.	Other Information:	
	Conforming to privacy norms	Yes. Would abide by and privacy norms policy of IHAT
	What would be the frequency in change of the team hosting website that would normally interact with IHAT team	
	Please give any other information that you feel would be useful.	

Annexure II

Format for submitting Commercial Bid

S. No.	Particulars	Amount (INR)
1	Name of the Firm:	
2	Development of website and Mobile App	
3	Annual maintenance charges No of years of free maintenance (warranty) Per year charges after warranty period	
4	Cost per man day for taking up additional work @	
5	Other charges, if any – specify	

* In case multiple options are offered (please see item no. 5 in format for Technical Bid), please give commercials for all the options separately in financial bid.

@Additional work relating to designing and hosting of Doctor Diary website and Mobile App that are not covered under the scope of work but are incidental to the project

Annexure III

PERFORMANCE BANK GUARANTEE FORMAT
(On Non-Judicial Stamp Paper of Rs. 100.00)

This Deed of Guarantee executed at _____ on _____ this day
of _____ BY _____, a Banking Company constituted
under _____ Act having its branch
office _____ at _____

_____ (Hereinafter referred to as "Bank" which expression shall. Unless
repugnant to the context and meaning thereof, mean and includes its
successors and assigns)

IN FAVOUR OF

INDIA HEALTH ACTION TRUST, a trust established under the Companies
Act having its Registered Office at India Health Action Trust, No.8, "VK
Commerce", 3rd Main Road, KSSIDC Industrial Estate, Rajaji Nagar,
Bangalore – 560 010, Karnataka, India and State Office at 404, 4th Floor,
Ratan Square, 20-A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh
(Hereinafter referred to as "**IHAT/Purchaser**" which expression shall
unless repugnant to the content and meaning thereof, means and includes its
successors and assigns)

WHEREAS

1. IHAT is desirous to Design, Develop, Deploy and Maintenance of website
and mobile app (hereinafter referred to as "**saidworks**") and has requested
_____ a _____ registered /
established / constituted under / by _____

_____ Act having its Head Office at _____
(hereinafter referred to as "Contractor" which expression shall. unless
repugnant to the context and meaning thereof means and includes its
successors and assigns) to submit its Bid to execute the said works.

2. The Contractor has submitted his Bid/tender to execute the said works for a
total sum of Rs _____ (Rupees _____ only).

3. One of the conditions of the said tender is that the Contractor / Bidder shall
furnish to IHAT a Performance Bank Guarantee (PBG) for an amount of 10%
of the total value order of hardware and software i.e. (Rupees only) in favour
of IHAT for the due and faithful performance of the contract in all respects as
per the conditions as set forth in the Tender by the Contractor.

4. The Contractor / Bidder has approached us for issuing a PGB in favour of IHAT for an amount of (Rupees _____ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor. We Bank both hereby irrevocably and unconditionally guarantee to pay to IHAT, forthwith on mere demand and without any demur, as may be claimed by IHAT to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by IHAT by reason of failure to perform the said works as per the said contract.

2) Notwithstanding anything to the contrary, the decision of IHAT as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask IHAT to establish its claim or claims under this Guarantee but shall pay the same to IHAT forthwith on mere demand without any demur, reservation, recourse, contest or protest and /or without any reference to the contractor. Any such demand made by IHAT on the Bank shall be conclusive and binding notwithstanding any difference / dispute between IHAT and the bidder / contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire at the close of business hours on (this date should be the date of expiry of the warranty / contract plus 90 days) without prejudice to IHAT' claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty / contract period).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of IHAT in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of IHAT under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or IHAT certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, IHAT shall be entitled to act as if the Bank is IHAT' principal debtors in respect of all IHAT' claims against the contractor hereby Guaranteed by the Bank as aforesaid and

the Bank hereby expressly waives all its rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6.) The Bank agrees with IHAT that IHAT shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by IHAT against the bidder / contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the bidder / contractor for any forbearance, act or omission on the part of IHAT or any other indulgence shown by IHAT or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the bidder / contractor or the Bank nor shall it be affected by any change in the constitution of IHAT by any amalgamation or absorption or with the bidder / contractor, Bank or IHAT, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the bidder / contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10) It shall not be necessary for IHAT to exhaust its remedies against the Bidder / Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which IHAT may have obtained from the Bidder / Contractor at the time when this guarantee is invoked is outstanding and unrealized.

2). Any notice by way of demand or otherwise under this guarantee may be

sent by special courier, fax or registered post accompanied by the copy of the guarantee.

3). Notwithstanding anything contained herein:-

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____ (Rs. _____ only)
- b) This Guarantee shall remain in force upto _____ or up to the date extended by renewal of this guarantee.
- c) Unless the demand / claim under this guarantee is served upon us in writing before _____ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of IHAT under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

13) The Bank has power to issue this Guarantee under the statute / constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this----- -----day of ----- 2019 at

For and on behalf of ----- Bank,

Sd/_____

Annexure IV

A. Web Enabled Doctor Diary Module

The module which is require to design, develop, Deploy and maintain for Doctor Diary web application are as follows:

1. Administrative Module
 - State
 - Division
 - District
 - Block
 - Facilities
 - Facilities FRU Definition
 - Specialization Master
 - Procedure Master
 - Specialization Incentive Mapping
 - Staff Registration
 - FRU Allotment
2. FRU Module
 - FRU Dashboard
 - Daily Case Entry
 - Update Profile
 - Change Password
3. Approval Module for MOIC
 - MOIC Dashboard
 - Doctors Monthly cases
 - Program Management Module
 - FRU pending entries
 - FRU Pending Approval
 - FRU Pending Reimbursement
4. Reimbursement Module
 - BAM/DAM Dashboard
 - Reimburse Payment
 - FRU wise reimbursement report
5. Utilities Module
 - Role Master
 - User master
 - Manage Menu
 - Menu V/s Role mapping
 - Broadcast Message

B. Mobile Enabled Doctor Diary Module

The module which is require to design, develop, Deploy and maintain for Doctor Diary mobile application is as follows

1. FRU Module
 - Dashboard for Doctors
 - Daily Case Entries
 - Data Synchronization
 - Update Profile
 - Change Password

Annexure V

AGREEMENT

AGREEMENT FOR DESIGN, DEVELOPMENT & MAINTAINACE OF DOCTOR DIARY WEBSITE AND MOBILE APP

THIS AGREEMENT is executed at Lucknow on this day of _____, 2020

Between

the **India Health Action Trust**, acting through the authorized officer, namely,, (hereinafter called the “**Client**” or “**IHAT**” which expression shall wherever the context so submits mean and include its successors and assigns), having its registered office at **India Health Action Trust, No.8, “VK Commerce”, 3rd Main Road, KSSIDC Industrial Estate, Rajajinagar, Bangalore – 560 010, Karnataka, India** and **State Office at 404, 4th Floor, Ratan Square, 20-A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh** of the First Part:

And

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

Article I. SCOPE OF WORK

- a) Along with its usual core skills, the service provider will be required to position Doctor Diary website and Mobile App with (i) responsive design (must support responsive web-design and multi-channel rendering of contents and applications on smart phones, tablets, desktops without duplication of code or logic), (ii) visually attractive and easy to navigate design, (iii) SEO- based design strategy and (iv) provide infrastructure hosting services.
- b) There should be a proper repository for state, division, district, block and their facilities.
- c) Capturing of enrolment of Doctors and their specialization.
- d) There should be a provision for marking the facility as FRU.
- e) Mapping of incentive with specialization.
- f) There should be a provision for staff details working in respective FRUs.
- g) Allotment of FRU to the doctors.
- h) Daily case entry by Doctors working under respective FRUs.
- i) Monthly Reimbursement for doctors and supporting and staff by competent authority define by state.

- j) There should be a provision for generating various types of MIS based on transaction occurring at FRU level / District Level / State level.
- k) There should be also a provision for those listing down those activities which need attention by respective doctors, disbursement officers and program team.
- l) The data propagated to Web browser URL should be strongly encrypted, it should be not plain text.
- m) The data propagated through mobile App from client to server will be token based and no sensitive data should be visible as plain text and encrypted.
- n) The password should not transmit to server as plain text while posting the records.
- o) Users of DDP can be classified in following categories –

System Administrator – He shall be performing overall system administration, backup, restore, user role creation, user ids creation, allocation / de-allocation of roles to user id, revoking / changing of password.

EmOC / LSAS / Other Specialized Doctors – These shall be authorized persons to make data entry of their daily transactions related to medical procedures.

MOIC– These shall be authorized person to perform the approval of various activities which are performed by the EMOC / LSAS / Other Specialized Doctors.

State Program Team - - These shall be authorized persons to perform the follow up with MOIC / CMS for pending approvals of last / previous reporting month, which are exceeding 7 days of current month. This team will also have right to broadcast any messages regarding approval to MOIC.

District Account Manager/ Block Account Manager – These shall be authorized persons to perform the reimbursement activity on the platform for making payments to EmOC / LSAS / Other specialized Doctors.

A user will be assigned only one user id and password throughout the system. He may be operating in multiple roles as assigned to him from time to time by System Admin. Users can change their password on first login and subsequently it is recommended to change the credentials at

regular interval of time. The password should be strong and will be combination of Alphabet, numerals and special character having total length of at least 8 characters.

p) System Features:

1. Modularity:
 - A. The proposed system is designed in such a way that it can run on a standalone or/ and small network systems.
 - B. End user machines won't require any additional software to run the software.
 - C. This system will be accessible on the user internet browser.
 - D. This software would allow addition of more modules as and when required.
2. Open Architecture:
 - A. The proposed system will be developed on 3 tier architecture which helps in better management of various module codes.
 - B. The system will have the feature of importing and exporting of data as and where required.
 - C. The system will be able to access various application based on any RDBMS database.
3. Object Oriented Approach:
 - A. As the system will be based on 3 tier architecture, all the codes will be based on OOPS approach.
4. Integration:
 - A. The system should be fully integrated across the departments and functional area.
 - B. The system would integrate with any software through APIs .
5. Workflow Integration Approach:
 - A. There will be workflow for each module, which will help user in taking action in steps.
 - B. The system is role based which restricts the users from tampering others data. Every user is governed by his role and has limited access to the application as defined the super administrator.
6. Simplicity:
 - A. The system would run with less human efforts as all the computations will be handled.
 - B. Help will be available as and wherever required.
 - C. The system would be easily manageable by the super administrator.

j) Technical Platform

The Website should be developed with the latest open source proven technology, using up-to-date and well established development tools and software. **The development approach should conform to the best practices in the website development and web application maintenance industry in line with Govt. of India Guidelines for Indian Government Websites prepared by MeitY.**

It should ensure the following:

- Adherence to commonly accepted standards and practices, including W3C compliance.
- Using latest website design technologies like HTML5 or higher with acceptability on all current user technology platforms; browsers, operating systems and client systems.

k) Security

The vendor will ensure and provide the following security features:

- Tools for control and monitoring website application security.
- Protection against defacement and hacking of the application.
- Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service etc.

l) Maintenance

The agency is expected to maintain the complete website both technical and application for overall 1 years subject to satisfactory performance of the agency which will be evaluated every year. The application management will include any content update, upload or any minor or major change in website.

m) Content

Content will be provided by designated content administrator in softcopy and no content without permission of such designated person will be uploaded on the website.

n) Integration

The website should be ready to consume web services and integrate with different web applications. Also, the website shall be capable of creating / exposing web services for complete application content.

o) Migration

Migration from existing hosting environment and website content to the proposed environment with latest application code and database. Short-listed bidder shall appoint a single point of contact with whom IHAT will interact and should be subject matter / domain experts to interact with the technical team in IHAT.

p) Training

- The agency must ensure that Doctor Diary website manager or Officer nominated to manage the website is adequately trained on all modules.
- User manuals for all categories of users shall be made available in printable format including but not limited to navigation of the application, content update, media upload, menu addition and etc. The training manual should be updated each time a new module / functionality / upgrade happens on the system.
- There may be certain users for whom a detailed training will be required in modules to enable them to identify and operate the modules as per requirement.

Article II. TERM AND TERMINATION OF AGREEMENT

Implementation Location

Implementation and Project Coordination shall be carried from IHAT Corporate Office, located at Lucknow.

Deliverables

Following should be delivered to IHAT

1. Software Requirement Specification(SRS).
2. Design of Website.
3. Original Source Code of the application.
4. Deployment of the website on live server.

5. User & Quick reference manuals.
6. Training.

The agency will carry out a “System Requirement Specification (SRS) and get a sign off from IHAT’s Corporate Office. The items to be delivered will include, but not limited to, the functions defined in the RFP. During the SRS phase, THE AGENCY will have the responsibility of collecting requirements from IHAT in the light of functional departments specified in RFP and this agreement. The SRS phase should include prototyping of the requirements and detailed screen shot preparations. The SRS document has to be approved by IHAT before design phase is started.

Proposed Infrastructure

As mentioned in the RFP, the hosting infrastructure shall be managed by IHAT. Successful bidder may assist with the guidelines issued by MeitY.

Implementation Strategy

Industry best practice shall be adapted for the Implementation phase. The following will be staggered consisting of the following activities:

1. Finalize Project Plan.
2. Requirements Phase.
3. Preparation of SRS.
4. Design and Develop.
5. Infrastructure Setup.
6. System & Acceptance Testing.
7. Training.
8. Post Go-Live support.

However, the agency is required to present the implementation strategy towards end of requirement study phase. Above is tentative strategy, the agency must present a specific & detailed implementation strategy that the agency plans to follow.

Project Timelines:

The total time for full project implementation will be **3 months** from the date of signing of the contract.

Note

1. Time and Quality are the essence of the contract.
2. The Functional and Technical Specifications as mentioned in RFP are broad requirements and are not exhaustive, unless mentioned

otherwise. The agency shall seek clarification on the Technical Specification as mentioned in RFP, from IHAT, in writing, for any doubt.

3. Dates and duration mentioned are subject to change on terms that may be mutually agreed between the parties
4. The installation and implementation will be deemed to be complete
5. When all the components of system have been supplied (if applicable), setup, configured, installed and operationalized as per the Functional and Technical specifications and all the features as per the functional and technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of IHAT.
 - The agency has to resolve any bug or error either in application or hardware required to for operationalization of the solution / website and mobile app developed for IHAT.
 - In addition, all associated documentation relating to the application software, test results during development phase, clean source code for website and mobile app etc. should have been completed.
 - It is the sole responsibility of the agency to put in place the "Verified, Validated and up to date" data provided by IHAT and integrate / develop interfaces as per scope of functional requirements till the project goes live.

Payment Terms

Phase	Percentage
On Approval of SRS	10%
On Approval of the Design and Development of the Website and Mobile app	20%
On deployment of website and Mobile App	30%
On handing over source code along with user Manual	20%
On completion of 3 months from the date of deployment of website and Mobile App	20%

Payments, as applicable, during support period would be made on half yearly

basis at the end of the half year, upon satisfactory delivery of services.

Pricing and Payments

1. Prices quoted anywhere in response must be in Indian Rupees only
2. The Prices should be exclusive of taxes, duties, local levies etc. Such taxes and duties shall be paid as per actuals on production of Invoices / Receipt
3. All payments would be subjected to tax deduction at source (TDS) as per the statutory requirement.
4. The Total Cost of Ownership of the entire solution including the support period of.....years would be Rs. exclusive of applicable taxes. The detailed schedule of charges would be as per Annexure.

Change Request Mechanism

1. Changes required in the existing system after mutual acceptance would be treated as Change Request.
2. Implementation of security patches shall not be treated as change request and would be covered under support or technical maintenance period.
3. Upon raising of a Change Request, both IHAT and the agency shall discuss and mutually agree upon the efforts in Man-Days and actual timelines required to bring upon the desired changes.
4. During the entire contract period Man-Day Cost of Rs..... exclusive of applicable taxes, shall be charged. However, IHAT reserves the right to negotiate the same to a lesser value depending on the nature of changes sought, required timelines and other considerations.

Software Audit, Rectification and Re-Audit

IHAT may get the software security audited by a 3rd Party or existing agency. The agency shall extend the requested support required for carrying out the security audit of the software. The agency must rectify the discrepancies / observations in the system as per the scope of work, as per the audit report in consultation with IHAT. There shall not be any additional charges payable by IHAT for such rectifications. The software shall be re-audited after rectification to verify that the recommended suggestions / modifications have

been made by the agency.

Penalty for delay

Implementation of solution must be carried out as per agreed implementation plan b/w the agency and IHAT. The work as per scope of work mentioned in the RFP and the agreement against the order should be completed within the period stipulated in the order. IHAT reserves the right to recover any loss sustained due to delayed delivery by the way of penalty. Failure to complete the work within the stipulated period shall entitle IHAT for imposition of penalty without assigning any reasons at 0.25 percent of the total value of the contract as penalty per day subject to a maximum of 10% unless extension is obtained in writing from the IHAT on valid ground before expiry of delivery period.

Completeness of Implementation / Installation

The implementation / installation will be deemed as incomplete if any component / module of the package is not delivered or is delivered but not installed and / or not operational or not acceptable to IHAT after acceptance testing / examination.

In such an event, the implementation will be termed as incomplete and it will not be accepted and warranty period would continue and Support period will not commence till the implementation / installation is deemed to be completed. The package will be accepted after complete commissioning of package and satisfactory working of the entire software package.

However IHAT may accept the software with a clear understanding that some of the modules could be implemented during the Support period. In such case, the agency shall be required to provide support for implementation of such modules as per the requirement of IHAT during the support period. In such a condition, the payment terms will be redefined by IHAT at its sole discretion.

Backup and Archiving

The agency is expected to maintain the Backup and Archiving for the implemented solution:

1. The Backups shall be maintained on daily basis and submitted to IHAT at every end of half year.

2. The agency should initiate restoration of stored files that are retained on the cloud / datacenter within two hours during business hours and within four hours outside of business hours, from the receipt of the IHAT' request.
3. The restoration will be not more than 6-8 business hours.

Order Cancellation

IHAT reserves its right to cancel the entire / unexecuted part of the Work Contract at any time in the event of one or more of the following conditions,

1. Delay in delivery beyond the specified period.
2. Delay in installation, customization and implementation beyond the specified period.
3. Serious discrepancy noticed during the reference checks at any point of time.
4. Repetitive software/hardware failures/poor service after the delivery and/or live-run but before the warranty support expires.
5. Major breach of trust is noticed during any stage of the project
6. Any other appropriate reason in view of IHAT.

In addition to the cancellation of Work Contract, IHAT reserves the right to foreclose Performance Bank Guarantee given by the agency to appropriate the damages. Process of black-listing against the agency may be initiated if any serious breach in the opinion of IHAT is discovered.

Warranty Support

1. The Date of complete system support will start upon Go-Live and will continue for a period of six months.
2. The agency shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship.
3. The agency must warrant all components, accessories, spare parts etc. against any manufacturing defects during this period.

AMS (Annual Maintenance Support)

1. Annual Maintenance Support shall be paid half yearly at the end of half year to the agency to carry out its support activities for website maintenance.
2. During the AMS period, the agency shall provide Technical support for

the software / hardware / other-suites supplied.

Indemnity

1. The agency shall, at its own expense, defend and indemnify IHAT against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in India.
2. The agency shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If IHAT is required to pay compensation to a third party resulting from such infringement, the agency shall be fully responsible / liable there for, including the full amount of compensation, all expenses and court and legal fees.
3. IHAT will give notice to the agency of any such claim without delay. IHAT may provide reasonable assistance to the agency in disposing of the claim, and shall at no time admit to any liability or express any intent to settle the claim.

Note:

1. The bidder / agency should furnish a self-attested photocopy of the Agreement with their Original License Provider in respect of software solution offered. Further, the bidder / agency shall indemnify IHAT against any loss or damage that IHAT may sustain on account of any violation of patents, trademark etc., by the bidder / agency in respect of hardware, hardware components, system software, application etc. supplied.

Publicity

Any publicity by the agency in which the name of IHAT is to be used will be done only with the explicit written permission of IHAT.

Performance Bank Guarantee

1. The bidder / vendor shall, at his own expense, deposit with the IHAT, within 15 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure III, for an amount equivalent

to ten percent (10%) of the contract price for the due performance and fulfillment of the contract by the bidder / Supplier.

2. After submission of Performance Bank Guarantee (PBG), EMD shall be returned to the bidder / firm.
3. The Performance Bank Guarantee may be discharged by IHAT upon being satisfied that there has been due performance of the obligations of the bidder / vendor under the contract. The Performance Bank Guarantee shall be valid for 1 year from the date of notice of award of the tender.
4. Failure of the bidder / vendor to comply with the above requirement, or failure of the bidder / vendor to enter into a contract within 15 days or within such extended period, as may be specified by the IHAT, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

IHAT reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Work Contract in the event of breach and / or non- observance of any of guaranteed performance of any of the software and / or hardware as mentioned in this agreement.

Guarantees on Software and Hardware

For software / hardware / RDBMS / Other related suits, the bidder / agency shall guarantee that the software / hardware / RDBMS / Other related suits supplied to IHAT are licensed whenever applicable, legally obtained and will not require any further licensing costs, other costs or any other software / hardware purchase to meet the above mentioned guarantees.

Escalation Matrix

IHAT:

<Needs to be added>

The agency:

<Needs to be added>

Security

The bidder / agency should ensure the confidentiality and secrecy of the data shared using the application. In addition to this, the bidder / agency shall be responsible in case of any data breach or theft that occurs due to a fault in infrastructure or application or its unauthorized access by an bidder / agency representative.

Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault, negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days.

Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of IHAT shall be final and binding on the bidder / agency.

Resolution of Dispute

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be attempted to be resolved amicably in the first instance,

over a period of 30 days subsequent to issuance of notice in that behalf.

In case of failure to resolve the disputes and differences amicably the matter shall be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes.

In the event of absence of consensus on a single arbitrator, the dispute shall be referred to an Arbitral Tribunal comprising three arbitrators. One arbitrator shall be nominated by each party, and the said two arbitrators so appointed shall jointly appoint the third Arbitrator who shall be the presiding arbitrator on the Tribunal.

The provisions of the Indian Arbitration and Conciliation Act, 1996, and subsequent amendment thereto shall govern the arbitration. The Arbitral Awards shall be in writing, English language and shall state the reasons for the Award. The Arbitrator / shall give a reasoned award. The venue of the arbitration shall be at Lucknow. The arbitral award shall be binding on both the parties.

Termination of Contract

A. Termination for Cause: IHAT may terminate the Contract, upon written notice to the agency:

- a) In the event of arising of any of the following events:
 - i. The bidder / Agency fails to deliver the services or perform the works within the timelines specified in the Contract; or
 - ii. The bidder / Agency commits breach of any of the terms and conditions of this Contract; or
 - iii. The serious discrepancy in the quality of service is observed

Before terminating the Contract upon any of the aforesaid grounds (i) to (iii), IHAT shall give a thirty days written notice to the bidder / Agency requiring the bidder / Agency to cure the breach. If the bidder / Agency fails to cure the breach, within the 30 days stipulated period, IHAT shall have an option to thereafter terminate the Contract by notifying in writing thereon to the bidder / agency.

- b) In case any third party Intellectual Property Rights (IPR) breach arises involving IHAT or confidentiality of breach caused by the bidder / Agency or willful misconduct in the opinion of IHAT is exhibited by the bidder / Agency, IHAT shall reserve the right to forthwith terminate the contract and besides, in such event, IHAT shall be entitled to damages as may be deemed proper by IHAT.

In case of termination for Cause, IHAT shall be entitled to recover loss

and damages suffered by it on account of the bidder / agency breach of the contract.

- B. IHAT may terminate the Contract, upon written notice to the bidder / Agency, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver or receiver appointed by a court for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course.

C. Termination for convenience:

IHAT reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 30 days' to the bidder / Agency, at any time during the execution of Contract.

The aforesaid notice shall specify that the termination is for the convenience of IHAT. The notice shall also indicate inter-alia, the extent to which the bidder / Agency performance under the contract is completed, and the date with effect from which such termination will become effective.

In the event of termination for convenience, IHAT will pay to the bidder / Agency all fees payable against the works and services completed by the bidder / Agency and accepted by IHAT up to the date of termination of the Contract.

D. Transitioning & Handholding after termination:

- a) At the time of exit, either at the end of contract or upon termination, whichever is earlier, bidder / Agency must fully cooperate in handing over the all accumulated documentation, customized codes (and its runnable components), business documents, all data (including but not limited to Production environment, DR Environment, Backups etc.) to either IHAT or to incoming System Integrator.
- b) At the time of exit, either at the end of contract or upon termination, whichever is earlier, bidder / Agency must completely & in full provide to IHAT the entire Database of the solution as a "Database Dump" along with data in any other format that shall / may be required for smooth running of system.
- c) At the time of exit, either at the end of contract or upon termination, whichever is earlier, bidder / Agency must ensure to suitably and adequately train IHAT or its designated team for full and effective manning, operating, managing and maintenance of the software.
- d) At the time of exit, either at the end of contract or upon termination, whichever is earlier, bidder / Agency must completely & in full provide absolute transition to the incoming System Integrator that shall / may be required for smooth running of system.
- e) At the time of exit, either at the end of contract or upon termination, whichever is earlier, bidder / Agency, is expected to provide a shadow transition of at least 3 months for handover / handholding. Shadow transition starts after the knowledge transfer is completed. During this period, incoming team executes all the tasks under the supervision of outgoing team. Shadow transition time period shall start after

completion of transition process and its sign off from IHAT management.

In case, the bidder / Agency fails to perform its responsibilities during the transition period up to the satisfaction of IHAT, IHAT may impose liquidation damages equivalent to direct and / or indirect cost incurred by IHAT due to The bidder / agency failure and may also invoke forfeiture of the Performance Bank Guarantee and the EMD, etc.

Limitation of Liability

Notwithstanding anything to the contrary contained in this agreement , IHAT acknowledges and agrees that the total liability of the bidder / agency of every nature, whatsoever, under specific clause of this agreement or otherwise, whether direct, indirect, incidental, special, consequential, punitive or aggravated damages, including without limitation penalties and any damages claimed on account of breach of agreement, delay, termination, quality of service, loss of use, loss of business, loss of revenue, loss of profits, or loss of data, shall, in aggregate and collectively over the term of the agreement, not exceeding the contract value.

IHAT _____

VENDOR _____

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Type or print)

(Type or print)

Title: _____

Title: _____

Date: _____

Date: _____

Witness

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Type or print)

Title: _____

Date: _____

(Type or print)

Title: _____

Date: _____