

# Request for Proposal for Selection of Agency to design, develop, integrate, customize & maintain Web Application and Mobile Application for Unified Disease Surveillance Platform

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## Abbreviations

Acronyms	Description
AMC	Annual maintenance charges
ANM	Auxiliary nurse midwife
ASHA	Accredited Social Health Activist
BA	Bid Agreement
CA	Contract Agreement
CHC	Community Health Care
CPHC	Comprehensive primary health care.
FRS	Functional Requirement Specifications
HFR	Health Family Register.
IHAT	India Health Action Trust
IHIP	Integrated Health Information Platform
MIS	Management Information System
NCD	Non-communicable diseases.
PHC	Primary Health Care
RFP	Request for Proposal
SC	Sub Centre
SRS	System /Software Requirement Specifications
TB	Tuberculosis.
TSU	Technical Support Unit.
UP-TSU	Uttar Pradesh-Technical Support Unit

## **1. Introduction**

India Health Action Trust (IHAT) aims at improving public health initiatives by supporting programs nationally and globally through comprehensive technical assistance in program planning, management and monitoring. IHAT has set up a Technical Support Unit (TSU) for the Government of Uttar Pradesh (GoUP) to provide techno-managerial assistance to improve the coverage of key reproductive, maternal, new-born, child health and nutrition (RMNCH+A) interventions and services in the state from the funding support of Bill & Melinda Gates Foundation (BMGF) through University of Manitoba (UOM), Canada.

IHAT believes that strengthening the existing health system is the best way to achieve sustained health outcomes at scale. It has developed a “theory of change” to guide its support to the government in improving these health outcomes and providing techno-managerial support lies at the core of this approach. IHAT transfers skills and knowledge to partners through embedded techno-managerial support, including hands-on orientation to gap analysis and prioritization; developing standards, systems and processes; monitoring and evaluation; and problem-solving.

## **2. Objective**

Surveillance is the ongoing systematic collection, analysis, and interpretation of outcome-specific data for use in planning, implementing and evaluating public health policies and practices. A disease surveillance system serves two key functions; early warning of potential threats to public health and programme monitoring functions which may be disease-specific or multi-disease in nature.

The objective of this RFP is to invite experienced and qualified vendors for up-gradation of the existing unified COVID platform (Web & Mobile version OR re-design and develop a responsive, dynamic, real-time and informational integrated web platform for public health disease surveillance along with an android based mobile application for customised data collection at community and health facility level.

The successful bidder will be invited to negotiate a contract for the said project. The term of the Contract will be for a period of three years.

Interested bidders are advised to study this RFP document carefully before submitting their proposal in response to this RFP document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with a full understanding of its terms, conditions and implications.

### 3. About unified COVID platform

#### 3.1 Module Description

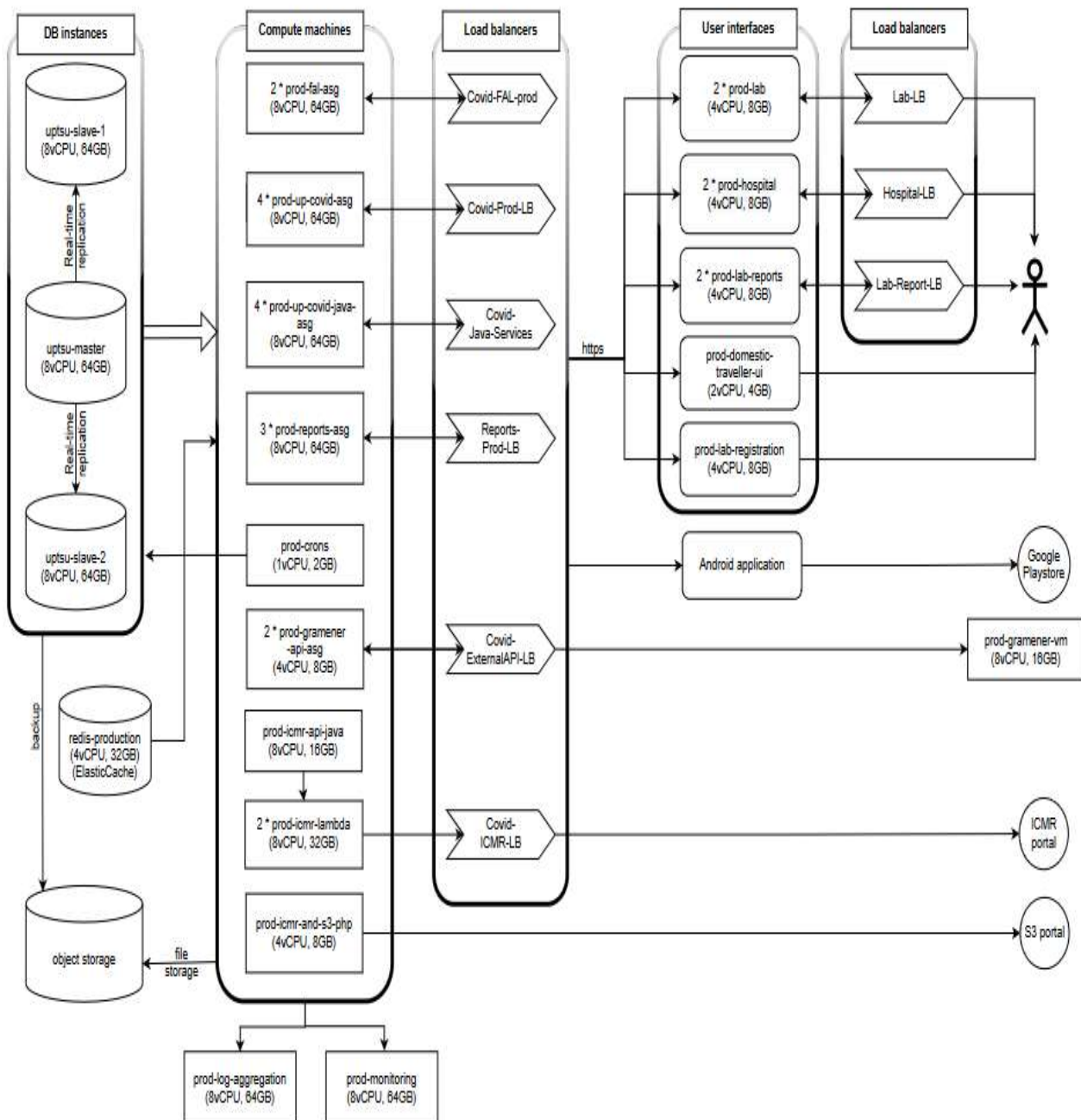
- a. **Case Surveillance Module:** This module is used to maintain the lifecycle of a case, starting from the Case registration, daily surveys, test sample collection, contact tracing, hospitalisation are the main functionalities which are performed in this module. The 'case registration' and 'daily surveys' are primarily performed by ground level users such as RRT and BCPM, whereas the other functionalities are under the control of District State Officials (DSO). Different types of reports on multiple parameters are displayed across the application. It contains an interactive dashboard view to get a holistic view of COVID situation. State Surveillance Officers (SSO) have limited functionalities and majorly access the reports. The portal supports various different types of roles that have different functionalities and access levels.
- b. **Lab Module:** This module is for the laboratory user where all the testing related activities of any particular case are performed. Receiving samples and uploading of test results are the main activities. Four different types of tests are supported, namely, RT-PCR, CB-NAAT, TrueNAT and Antigen and also include the specific CT values of the samples. Lab performance level reports are available to Lab Super Admin users on parameters such as district wise, lab wise, test types wise. It also gives information on the daily samples that are uploaded on the ICMR portal through a twice-daily background task.
- c. **Facility Module:** This module is for the hospital users which operate on the cases that have been referred to the hospital. The users here do their admission and capture their medical history, education level as well. A daily patient status update is performed by the users to know the current state of the patient. The status can contain values such as in-patient, on-oxygen, on-ventilator, discharged, or deceased. Another section of this module handles the deceased cases. The auditing of all the deceased cases is performed here and the respective list of documents are uploaded. Administration level reports are also available in this which gives a complete picture of the patients and hospitals.  
(This will not be a part of Unified Surveillance Platform to be developed through this RFP)
- d. **Lab Reports:** This module is available to the general public where they can log in using their phone number and an OTP sent to them in real-time. All the test information linked to the specific mobile number is available after login. The users can view and download their reports as pdf from the portal.  
(This will not be a part of Unified Surveillance Platform to be developed through this RFP)
- e. **Domestic Traveller Registration:** This module is used by flight travellers that come from other states. They are requested to register themselves on this portal where we capture all their relevant information including the destination address, duration of stay, etc.  
(This will not be a part of Unified Surveillance Platform to be developed through this RFP)
- f. **Private Lab Registration:** This module is a registration form to allow private labs to register themselves on the portal. OTP based and captcha verification is performed to ensure consistency of data.
- g. **Android app:** This application contains a small section of the original case surveillance module. Users performing the actual data entry work (to conduct daily case surveys for monitoring their symptoms, contacts and other parameters) only have access to this to make it convenient for them to make their on-field job easier.
- h. **ICMR integrations:** Case and test related information is sent to the ICMR portal twice daily in an automated manner. This happens as a background task.

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- i. **S3:** An external organisation which pull in data from our system and have built applications on top of it. We provide them with the relevant data in the particular format agreed upon by exposing APIs.

(This will not be a part of Unified Surveillance Platform to be developed through this RFP)

### 3.2 Server Architecture



### 3.3 Application List & Technology used

S.N	User-end applications	Technical specifications	Platform	Hosted On	Status
1	UPCOVID Surveillance platform	i. PHP 7.2 ii. CodeIgnitor framework 3.1.10 iii. Application server: Apache 2.4.29 iv. HTML, CSS, Javascript, Bootstrap 4, Highcharts.js v. Google Recaptcha	Web and mobile	Azure Cloud	Live
2	Hospital, Lab, Private lab registration, Lab Reports, Domestic Traveller Registration	i. Angular 9 ii. Node 16.13 iii. Google Recaptcha	Web	Azure Cloud	LIVE
3	Mobile android application for Surveillance Platform	i. Java 1.8 ii. Gradle 3.6.1 iii. AndroidX iv. Retrofit 2.5.0 v. Google play location services.	Mobile	Google Play Store	LIVE



## 4. Scope of Work

The scope of work is broadly categorized into the following sub-heads: -

- 4.1 General Scope of Work.
- 4.2 Functional Scope of Work.

### 4.1 General Scope of Work

4.1.1. The Development of the Unified Disease Surveillance platform shall be in the form of enhancements to existing unified COVID Platform or to re-design and develop a responsive, dynamic, real-time and informational integrated platform for public health surveillance, as deemed appropriate by the bidder. Bidder will have full accessibility of existing source code and database of the unified COVID platform.

4.1.2. The Guiding principles that were followed for development of Unified COVID platform are as under. These largely should be kept in mind while planning for the Unified Surveillance platform.

- A **Single source of truth** for the entire State – for T3 – **Track, Test and Treat**.
- Drive effective **end to end Case management** across the complete case life cycle of disease
- Ensure **Modularity** across different user groups and services and the associated views, with UI and services not coupled to increase functionality at scale
- Develop an **intuitive** design based on the regular **workflow** of the user, to enable them with a tool that helps save time given their daily workload
- Engage all **stakeholders digitally** – Officials, surveillance teams, Labs (Public and private)
- A **Layered Architecture** – Surveillance Platform -> Decision Making Dashboard with Advanced analytics identifying spread patterns, super-spreaders, and clusters of high infection

4.1.3. Following are major modules of the Unified COVID Platform that have already been developed and implemented successfully across the state and hold the transactional repository of data since April 2020.

- Surveillance Module.
- Lab Module.
- Facility Module.

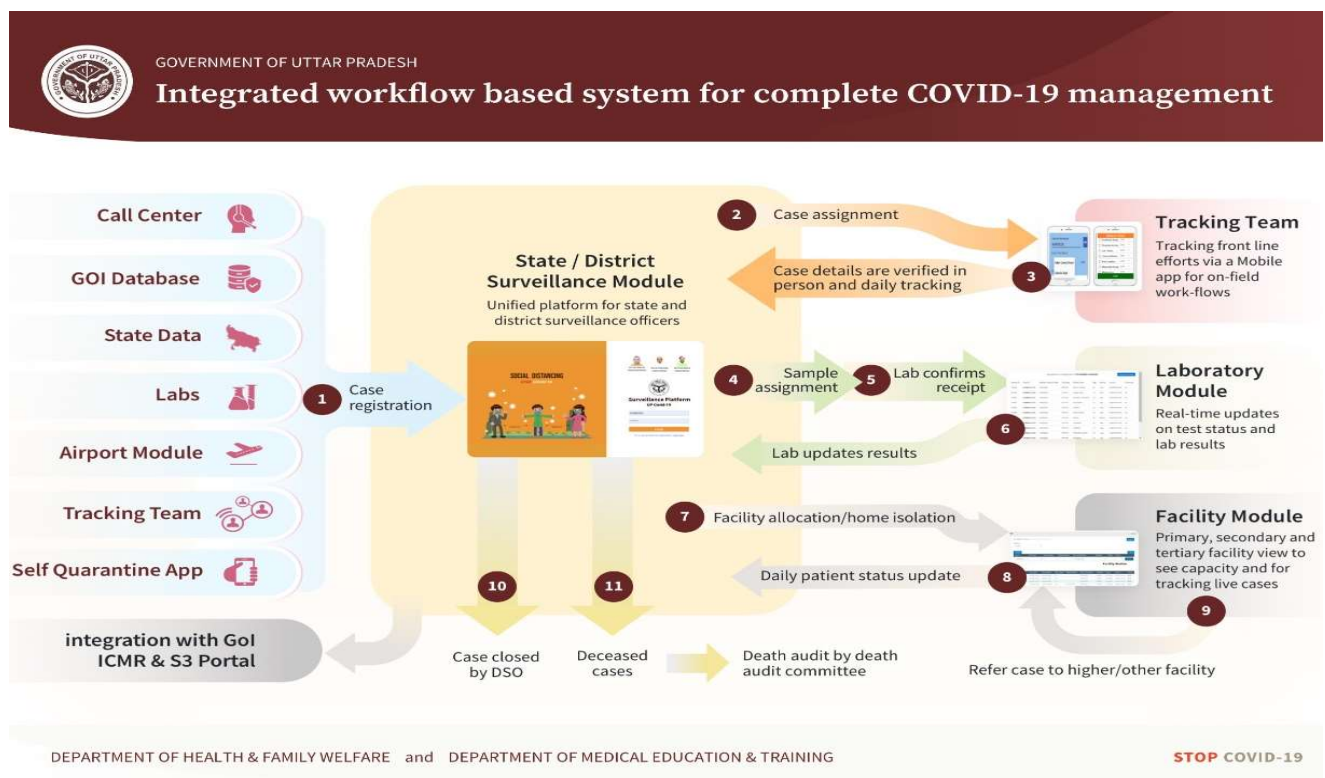
4.1.4. The Unified COVID platform has the following features. The detail of data points is attached as Annexure A to this document.

- Single point of case registration from State-District Helpline, GoI Database, State-specific data, Labs, Tracking Teams and Citizen's Self Quarantine App

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- Unique Case ID assigned for case management across the system.
- Ability to drive bulk allocation of cases to Tracking Teams.
- In-person verification of newly registered cases, daily follow-up and contact tracing on the field.
- Ability to assign bulk cases for testing through consignment-id and bulk upload results at the lab - results updated in real-time at the Facility/District level
- Flexibility provided to the district officer to assign any facility
- Post case allocation, one-time medical record updation by Nodal officer at the facility. Daily updation of epidemiology data within the facility.
- Seamless inter-facility referral facilitated
- District officer assigned with the responsibility of handling (e.g. case closure) post-discharge management.
- Outcome assigned to each case at the end of the cycle.

4.1.5. The module-based workflow of the existing unified COVID platform is shown below.



4.1.6. Design Principles for development of the **Unified Disease Surveillance Platform**

- Design and Development of Web and Mobile Application should take place as per agile methodology.
- The application should have a layer-based architecture that is flexible enough to have limited impact changes throughout the layers of the application. Micro-services based architecture will be preferred.

- There should be separate management for staging and production environments on a cloud server.
- System should be capable enough to integrate with other applications i.e. HFR, IHIP (Integrated Disease Surveillance Programme), TB Surveillance Platform, NCD programme, E-Hospital and CPHC Platform etc. There should not be technology/Platform dependencies.
- The system should be in compliance with the 'Ayushman Bharat Digital Mission' (ABDM) guidelines.
- Designing of API should be restful so that end-to-end digitalization occurs smoothly.
- There should be a flag for active and inactive wherever applicable so that active data should be visible to end-users.
- There should be no additional tool needed for running the web and mobile application.
- If bidder will opt for re-design of web and mobile application for unified surveillance platform, then bidder shall be responsible for end-to-end development of the planning, design, UI/UX and development and testing into a fully functional platform.

#### **4.1.7. Project Documentation**

- The bidder will submit a detailed project plan for the redesign /development of the Surveillance platform as per his understanding/assessment.
- The successful bidder will need to submit the System and functional requirement specification i.e. SRS and FRS.
- The Successful bidder should suggest and submit technical requirement specification
- Software design document and Testing Plan along with test cases need to be submitted subject to the approval of SRS and FRS.
- The bidder should be flexible towards 20%-30% variation in approved SRS at any stage i.e. from planning to Development and Implementation.
- Annual security audit support for the developed application for audit clearance
- Value-added services like reports, interoperability, Data visualization etc.

#### **4.1.8. Implementation**

- The shortlisted bidder in consultation with UPTSU, IHAT will upgrade the existing Unified COVID Platform or develop a responsive Unified Surveillance platform.
- Once the platform is developed and accepted, the successful bidder should ensure all the support and small customization requests made by the State are carried out efficiently and promptly.
- Ensuring smooth and error-free functioning of the platform as per SLA.
- Bidder shall be responsible for end-to-end digitalization and its associated process(es).
- The engagement of services is intended for 3 years which the first year will be for up-gradation/re-design of the existing unified COVID platform. The

development phase of 1 year will be followed by 2 years of the maintenance phase.

## **4.2 Functional Scope of Work**

Before the document dwells on the functionalities required as part of the surveillance platform, the disease landscape is described in brief, which should be helpful towards designing the digital solution.

**4.2.1 Disease Classification.** The disease can be classified into two types i.e., Communicable and Non- Communicable Diseases. An illustrative list of communicable and non-communicable diseases, linked to the GoI programmes is attached in **Annexure B**.

### **4.2.1.1. Communicable Disease**

Diseases which are caused by viruses, bacteria, fungi, protozoa, worms (Pathogenic organisms) and can be transferred from one person to another, or from one organism to another - in humans these include measles, food poisoning and malaria. There are other communicable diseases also which need proper syndromic surveillance, in order to take corrective and preventive action. The common list of diseases for which the platform may be utilised to capture data is as under. However, this list is not exhaustive and maybe be revised from time to time.

- Tuberculosis
- Leprosy
- Malaria
- Dengue
- Filaria
- Kala-Azar
- JE
- Chikungunya
- Acute Diarrhoeal Disease (including acute gastroenteritis)
- Dysentery – Bacillary, Shigella
- Viral Hepatitis
- Enteric Fever
- Meningococcal Meningitis
- Acute Encephalitis Syndrome
- Meningitis
- Measles
- Cholera
- Diphtheria
- Typhoid Fever
- Pertussis
- Chicken Pox
- Acute Respiratory Infection (ARI) / Influenza Like Illness (ILI)

- Pneumonia
- Leptospirosis
- Acute Flaccid Paralysis < 15 Years of Age
- Rabies (Dog bite)

#### **4.2.1.2. Non - Communicable Disease**

Non-communicable diseases (NCDs) are medical conditions or diseases that are not caused by infectious agents. These are chronic diseases of long duration, and generally slow progression and are the result of a combination of genetic, physiological, environmental and behaviours factors. The common list of diseases for which the platform may be utilised to capture data is as under. However, this list is not exhaustive and maybe be revised from time to time.

- Visual Impairment
- Mental Illness
- Deafness
- Snake Bite
- Diabetes
- Cardiovascular Diseases & Stroke
- Cancer
- HIV
- Burn Injuries

#### **4.2.2. Types of Surveillance:**

##### **4.2.2.1. Syndromic surveillance:**

- Relies on diagnosis made on the basis of clinical pattern by paramedical personnel and members of the community.
- The fundamental objective of syndromic surveillance is to identify illness clusters early, before diagnoses are confirmed and reported to public health agencies, and to mobilize a rapid response, thereby reducing morbidity and mortality
- Syndromic surveillance is conducted in the field by health workers in both urban and rural settings.
- The surveillance is primarily active, based on field visits conducted by Health workers. However, data collected during routine OPDs and immunization sessions also need to be taken into account. Health workers identify the syndrome based on symptoms and clinical patterns and report syndromic diagnosis as per the disease-specific form.

##### **4.2.2.2. Lab confirmed:**

- Certain diseases can only be confirmed post the results of a confirmatory test.

- Relies on clinical diagnosis confirmed by an appropriate confirmatory laboratory test.
- The identification of new agents and changes in the behaviour of micro-organisms especially in relation to susceptibility to anti-microbial are also important components of laboratory surveillance
- Under IDSP, the MOs of PHC, CHC & Medical Colleges carry out Laboratory surveillance routinely by reporting all lab-confirmed cases of interest. Also, private labs are included under the IDSP reporting network to test for diseases mentioned in the above lists.

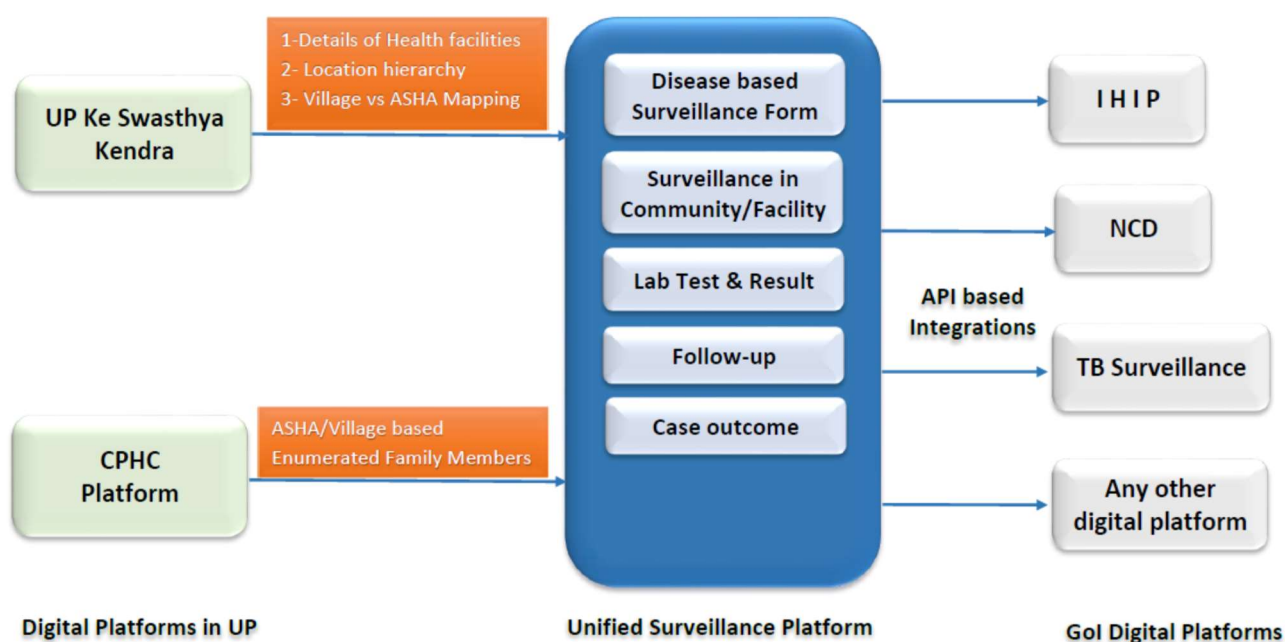
#### **4.2.3. Unified Surveillance Platform Design:**

**4.2.3.1.** The competent authority has decided to upgrade the Unified COVID platform for generic disease surveillance. This upgraded/ re-design version of the unified COVID platform will include but is not limited to the following: -

- Master Directories for Diseases, as per Government of India Programs
- Diseases V/s Program Mapping.
- Disease wise form configuration.
- Disease V/s Symptoms Mapping, leading to Capturing of Disease specific Symptoms
- API based Integration with other platforms like HFR, CPHC Platform, IHIP, TB Surveillance Platform, NCD Platform & E-hospital .
- Disease wise data repository at Community/ Health Facility level.
- Lab Sample record and result updation.
- Follow up at Community or facility.
- Visualization and MIS Reporting at State and District Level.

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The functionality and interlinkages with other applications are illustrated in the figure below.



**4.2.3.2.** The Development for Unified Surveillance Platform will be role based where respective users can perform task as per role assigned to them. Following interfaces need to be developed for State-level roles. This interface will be used for designing the disease-specific surveillance forms.

- Diseases
- Programs
- Disease V/s Program Mapping
- Symptoms
- Disease V/s Symptoms Mapping
- Test Types
- Test Type V/s Disease and Result Mapping
- Disease outcome (Recovered/ Deceased / Other).

#### **4.2.3.3. Transactional Directories:**

- Disease form Configuration i.e. selection of disease,
- adding of symptoms to be captured
- Surveillance duration and its frequency,
- Sampling required (Yes/No),
- Geography where survey to be conducted and survey to be conducted by
- Lab Results
- Follow Up
- Outcome - Case Closure.

#### **4.2.3.4. Visualization & Reports: Disease wise Analytical reports and visualization of statistics.**

#### **4.2.3.5. Mobile App for Field:**

Upgradation/re-design and development of Mobile Application at level of Health Facility and Community. The mobile version shall contain following

- Landing Screen
- Disease Listing for which symptoms need to be captured
- Sample Collection and Routing of samples to lab (incase required)
- Result Upload (Result can be uploaded either at any end i.e. Labs or Health Facility/ Community user)
- Case Follow Up (If disease confirmed)
- Case outcome and closure.

#### **4.2.4. Process Flow:**

##### **4.2.4.1. Unified Disease Surveillance Platform: Landscape**

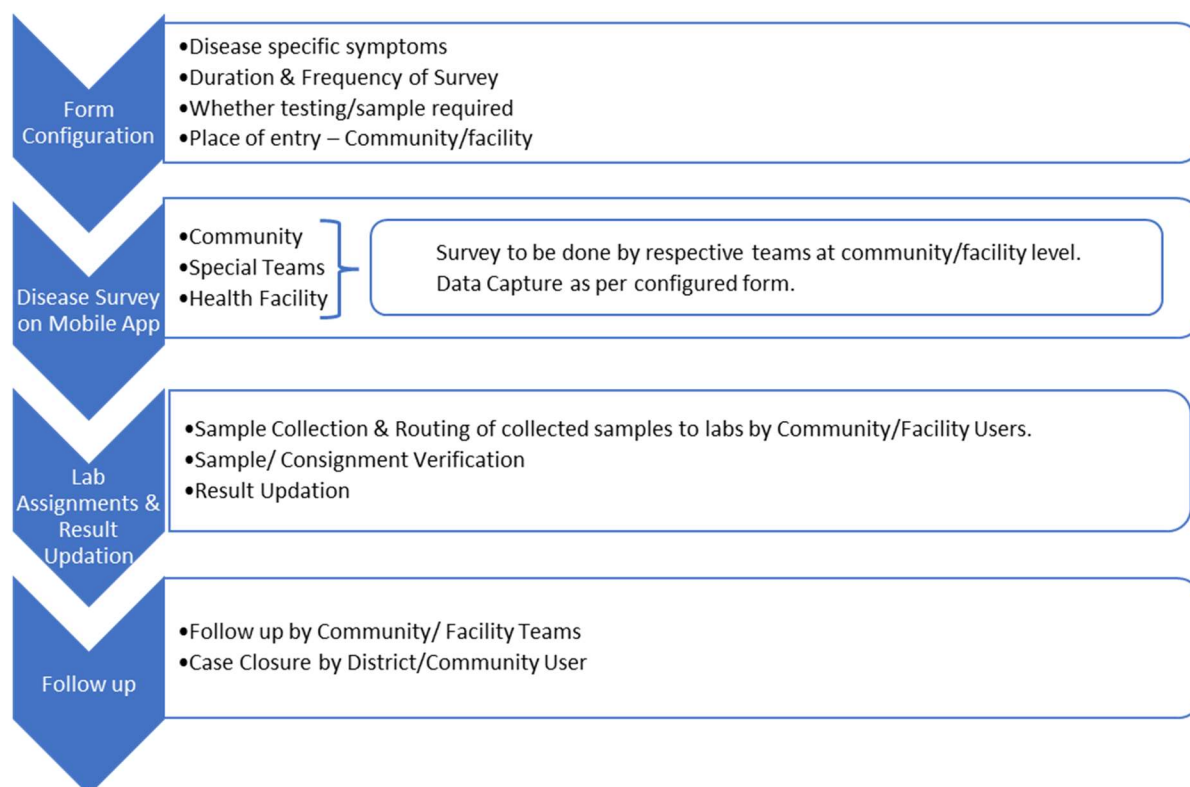
Disease surveillance is an information-based activity involving the collection, analysis and interpretation of large volumes of data originating from a variety of sources. To be effective, the collection of surveillance data must be standardized at various levels i.e. National, State, Community etc.

##### **4.2.4.2. Unified Surveillance platform will enable stakeholders to perform the following: -**

- Surveillance officer will be able to configure the Data elements for communicable and non-communicable diseases. This configuration includes Disease-specific symptoms, duration, frequency, sampling etc. as shown in the figure below.
- The configured disease-specific form which is published will be accessible on a mobile phone by desired community/Special teams & Health Facility, as applicable. The mobile-based users (role-based) will be able to capture data based on configured data elements against communicable and non-communicable diseases, as applicable.
- As per the form design, in case required samples can be collected and routed to labs by community/Special team/Health Facility users.
- After verification of samples, Lab Results of collected samples will upload by respective labs and the same will be displayed at the state and district users along with community/Special team/Health Facility users.
- Community/Special team/Health Facility users have to follow up with beneficiaries as per the defined duration and frequency configured by the surveillance officer.

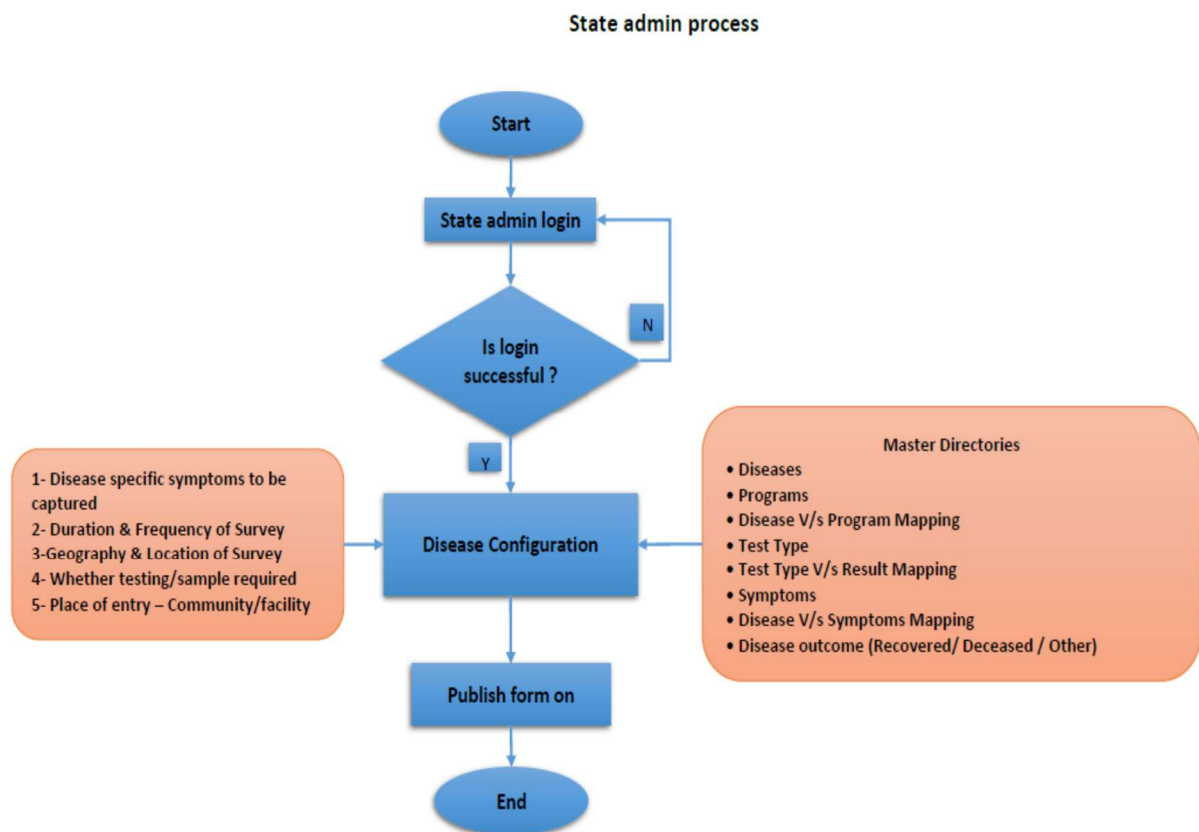


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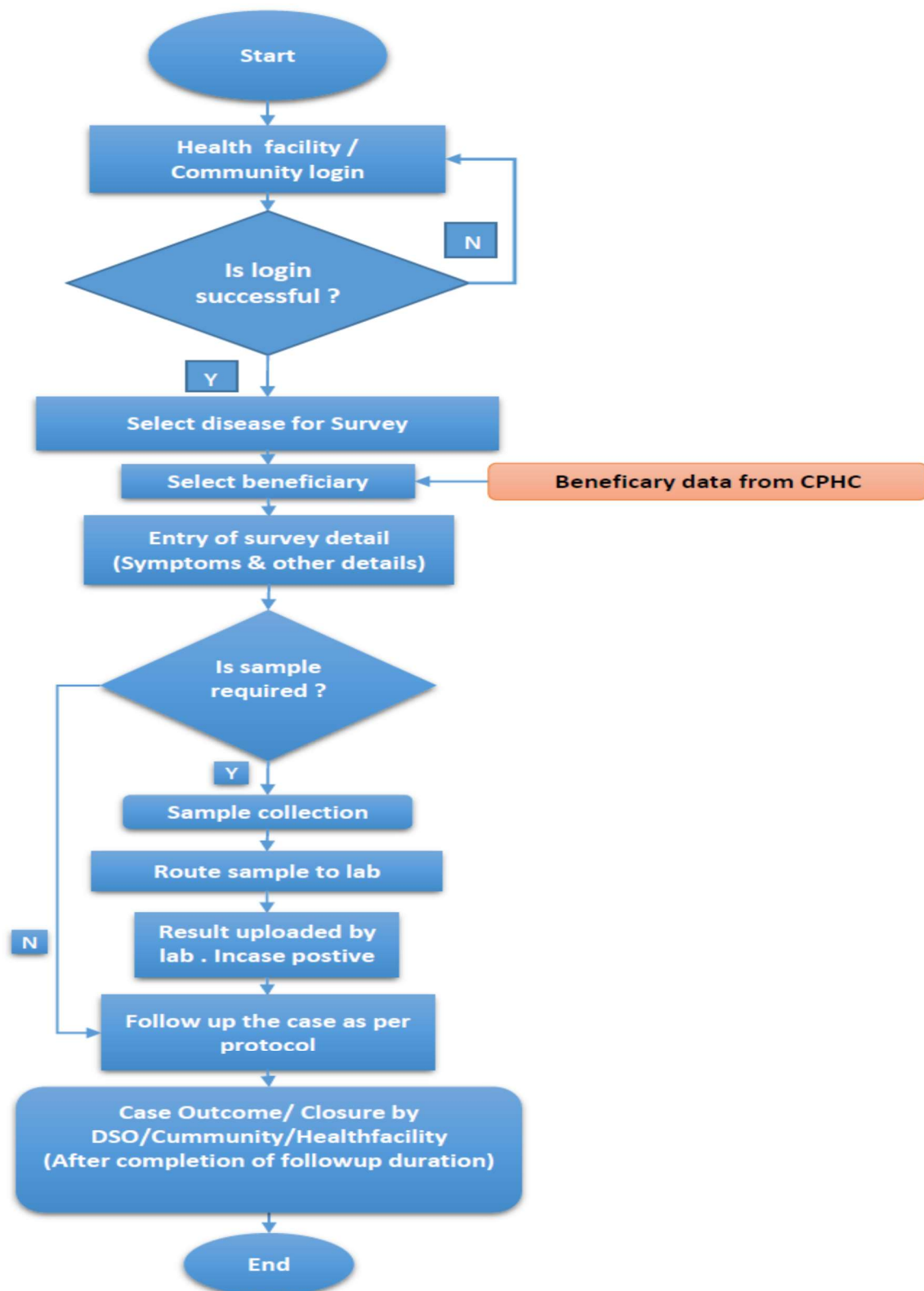
**4.2.4.3. State Level Process:** This process will primarily include the disease-specific form design at the State level, based on the disease and symptom mapping. The required flow is as under: -

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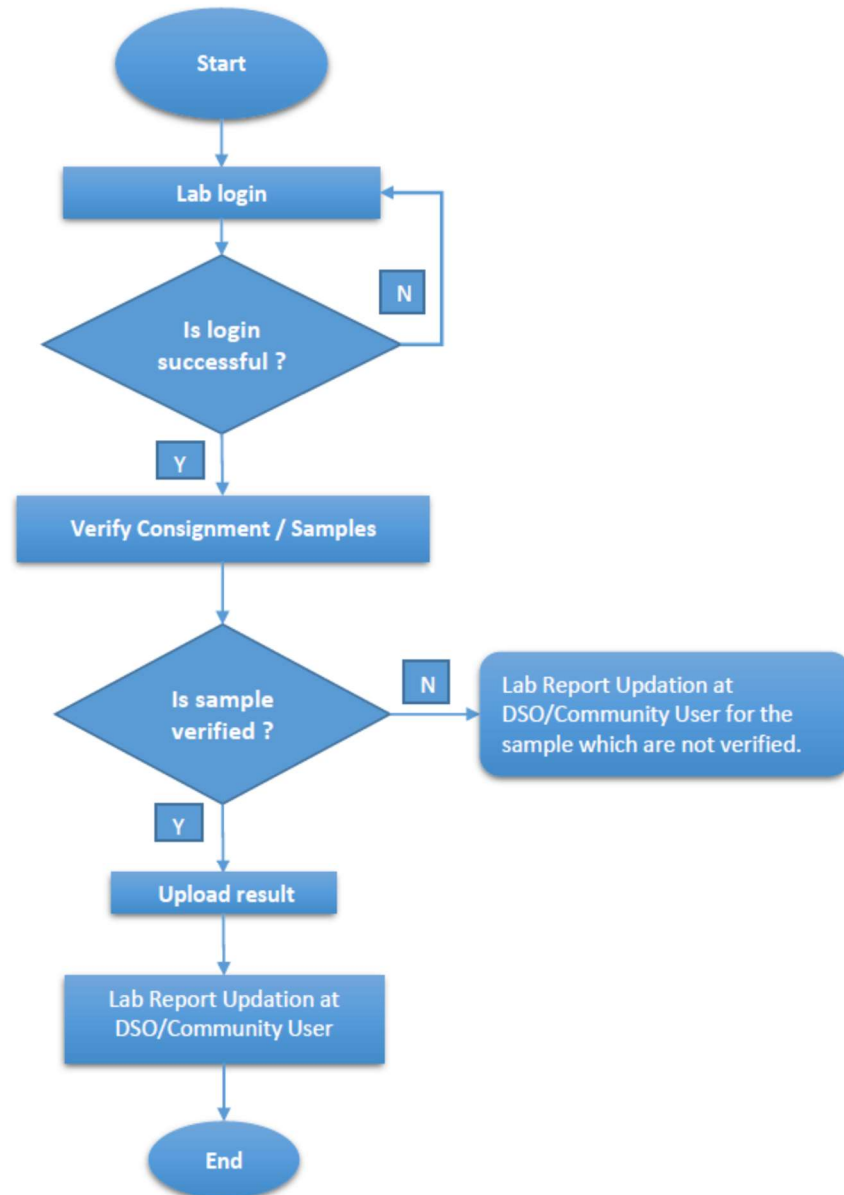
**4.2.4.4. Community/Facility Level Survey Process Flow:** Once the disease survey flow has been updated on the application, it will get reflected on the community/facility application, as per the defined protocol, for the field staff to capture data. The data capture flow is as under: -

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**4.2.4.5. Lab Process Flow.** Incase the disease protocol defines a lab test, sample collection shall be prompted for as part of the survey (refer the flow above). Once the sample has been collected it will be routed to the designated lab for further process. The detailed flow is as under.

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## 5. Payment Terms and Schedule

Entire payment shall be done in phased manner as shown below:

Sr. No.	Payment Milestone / Activity	Timelines	Payment (in %)
1.	On submission and approval of Project Plan, FRS and SRS	T1= T+2 months	10% of <b>A</b>
2.	On submission and approval of Design Documents, Test Cases (Unit Test Cases & User Acceptance Test Cases) and Unit Test Results	T2= T1+1 month	10% of <b>A</b>
3.	Design and development and User Acceptance Testing (UAT) of upgraded/re-designed solution.	T3= T2+4 months	15% of <b>A</b>
4.	Design and development and User Acceptance Testing (UAT) of Android based Mobile Application Integration with Application i.e. Health facility Register and CPHC Platform.	T3= T2+4 months	15% of <b>A</b>
5.	Go-Live (Deployment and Hosting of the applications)	T4= T3+1 month	25% of <b>A</b>
6.	Warranty Support for 4 Months post Go-Live	T5= T4+4 months	25% of <b>A</b>
7.	During Operations & Maintenance Phase	T5+24 months	12.5% of <b>B</b> at the end of each quarter

Whereas,

**T** – Date of Letter of Intent

**A**= Cost mentioned against Serial No. 1 of Table Mentioned in Section No. 10.7.2

**B**= Cost mentioned against Serial No. 2 of Table Mentioned in Section No. 10.7.2

### Notes:

- i. Adherence to timelines is critical for the success of the project.
- ii. The price is payable in local currency i.e. Indian Rupees.
- iii. No advance payment shall be made for any activity
- iv. If the selected bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the selected bidder.
- v. The payment shall be released within 45 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. IHAT shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by the selected bidder, when IHAT disputes such invoice or part of it, provided that such dispute is bonafide.
- vi. No payment made by IHAT herein shall be deemed to constitute acceptance by IHAT of the system or any service.
- vii. If the selected bidder is liable for any penalty/ liquidated damages as per the SLA, the same shall be adjusted from payments due to the selected bidder.
- viii. All payments shall be made for the corresponding to the goods or services actually delivered, installed, or operationally accepted, per the Contract, at unit prices and in the currencies specified in the Commercial Bids.

## 6. Service Levels and Penalty

- I. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to IHAT for the duration of this contract period of the Project.
- II. Timelines specified in the above section (Key Project Milestones and Timelines and Payment Terms and Schedule) shall form the Service Levels for delivery of Services specified therein.
- III. All the payments to the selected bidder are linked to compliance with the SLA metrics specified in this document.
- IV. Commencement of SLA: The SLA shall commence from the implementation period itself for adherence to the implementation plan. The penalty shall be deducted from the next payment milestone during the implementation period. During the O&M period, the penalty shall be deducted from the quarterly payments.

### 6.1 Service Level Agreement and Penalty for Implementation Phase

Sr. No.	Item	Penalty
1.	Delay in submission of deliverable(s) or completion of Activity(ies) as mentioned as Points 1 to 6 in table for <u>Payment Terms and Schedule</u>	1% of "A" for the delay of each week or part thereof subject to a maximum of 15% of "A".

Whereas,

A= Cost mentioned against Serial No. 1 of Table Mentioned in Section No. 10.7.2

### 6.2 Service Level Agreement and Penalty for Operations & Maintenance Phase

#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
1.	Critical priority calls (Incidents / Service Requests)	Critical bugs/issues – Bugs/issues on web portal/application affecting most of the intended users. e.g. Forms.	100% of incidents should be resolved within 2 hours of issue reporting	Incidents resolved $\geq 98\%$ and $< 100\%$	1% of quarterly maintenance payment
				Incidents resolved $\geq 96\%$ and $< 98\%$	2% of quarterly maintenance payment
				Incidents resolved $\geq 94\%$ and $< 96\%$	3% of quarterly maintenance payment
				Incidents resolved $\geq 92\%$ and $< 94\%$	4% of quarterly maintenance payment

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#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
				Incidents resolved < 92%	5% of quarterly maintenance payment
2	Medium priority calls (Incidents / Service Requests)	Bugs in Web Portal which is in one functionality of the module and does not stop complete flow and effects	100% of incidents should be resolved within 12 hours of issue reporting	Incidents resolved $\geq 98\%$ and $< 100\%$	1% of quarterly maintenance payment
				Incidents resolved $\geq 96\%$ and $< 98\%$	2% of quarterly maintenance payment
				Incidents resolved $\geq 94\%$ and $< 96\%$	3% of quarterly maintenance payment
				Incidents resolved $\geq 92\%$ and $< 94\%$	4% of quarterly maintenance payment
				Incidents resolved $< 92\%$	5% of quarterly maintenance payment
3	Low priority Incidents / Service Requests	Small Bugs / suggestions in Web Portal which is in one functionality of the module / the web page and does not stop complete flow and effects of the infected module / web page	100% of incidents should be resolved within 24 hours of issue reporting	Incidents resolved $\geq 98\%$ and $< 100\%$	1% of quarterly maintenance payment
				Incidents resolved $\geq 96\%$ and $< 98\%$	2% of quarterly maintenance payment
				Incidents resolved $\geq 94\%$ and $< 96\%$	3% of quarterly maintenance payment
				Incidents resolved $\geq 92\%$ and $< 94\%$	4% of quarterly maintenance payment
				Incidents resolved $< 92\%$	5% of quarterly maintenance payment
4	Application Up-Time	Application Up-Time = (Total time of the month - Approved downtime for maintenance) - downtime	Application Up-time $\geq 99\%$	Incidents resolved $\geq 98.5\%$ and $< 99\%$	2% of quarterly maintenance payment
				Incidents resolved $\geq 98\%$ and $< 98.5\%$	3% of quarterly maintenance payment

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#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
					maintenance payment
				Incidents resolved $\geq 97.5\%$ and $< 98\%$	4% of quarterly maintenance payment
				Incidents resolved $\geq 97\%$ and $< 97.5\%$	5% of quarterly maintenance payment
5	Application Security	An incident where system is compromised or suspected of unauthorized use/access or data theft	Investigation of breach and suitable mitigation strategy supported by evidence	per incident	5% of quarterly maintenance payment

**Whereas,**

Quarterly Maintenance Payment = 12.5 % of B (Cost mentioned against Serial No. 2 of Table Mentioned in Section No. 10.7.2)

**Notes:**

- i. The selected bidder has to submit all the reports pertaining to the SLA Review process within 15 working days after the end of the quarter.
- ii. All reports must be made available to IHAT, as and when the report is generated or as and when asked by the competent authority.
- iii. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
- iv. The downtime will be calculated on monthly basis. Non-adherence to any of the services mentioned below points will lead to a penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
  - a. Downtime due to hardware/software and application which is owned by IHAT at their premises
  - b. Negligence or other conduct of IHAT or its agents, including a failure or malfunction resulting from applications or services provided by IHAT or its vendors.
  - c. Failure or malfunction of any equipment or services not provided by the selected bidder.
- v. However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to IHAT. The selected Bidder shall obtain the proof authenticated by the IHAT's official that the outage is attributable to the IHAT.
- vi. The total deduction per quarter shall not exceed 15% of the total QP value
- vii. Three quarterly deductions amounting to equal to 15% of the QPs on account of any reasons will be deemed to be an event of default and termination
- viii. In case of unsatisfied performance of agency (Penalty of 15% for 3 quarters), IHAT reserves the right for termination of the contract and the Performance Bank guarantee may be forfeited
- ix. It is the right of IHAT to bring/ deploy any external resources/agencies at any time for work/progress review of the task as per SLA.



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- x. No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters
- xi. The selected bidder shall deploy sufficient resources suitably qualified and experienced onsite/offsite (as per mutually agreed terms )to meet the SLA, as required. The selected bidder shall appoint as many team members as deemed fit by them, to meet the time schedule and SLA requirements.

## **7. Instruction to bidders**

### **7.1 Bid Data Sheet**

<b>Sl. No.</b>	<b>Particular</b>	<b>Deadline</b>
1.	Issuance of RFP document	11-05-2022
2.	Pre-Bid meeting with bidders on Zoom link	17-05-2022 at 15:00 hrs on Zoom (link below)
3.	Last Date for seeking queries, if any	16-05-2022; 23:59 hrs
4.	Response to Queries	20-05-2022
5.	Start date and time for bid submission	11-05-2022; 00:00 hrs
6.	Last date and time for bid submission	02-06-2022, 18:00 Hrs
7.	Date and time for opening of Technical bids	03-06-2022; 14:00 Hrs
8.	Presentation by bidder on technical proposal	to be intimated later
9.	Date and time for opening of Financial bids	to be intimated later
10.	Validity of Proposal	Proposals must remain valid for 90 days after the submission date
11.	Address for submission of Bids	Executive Director IHAT 404, 4th Floor, Ratan Square Building, Vidhan Sabha Marg, Lucknow, PIN- 226001
12.	Contact Details	<a href="mailto:procurement@ihat.in">procurement@ihat.in</a>

Zoom Link : <https://us06web.zoom.us/j/81095928053?pwd=TIhxbpGeXZHQzh4YXJqZmxsUHRuZz09>

Zoom Meeting ID: 810 9592 8053

Zoom Meeting Passcode: 329780

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of a bid shall be deemed to have been done after careful study and examination of the RFP document with a full understanding of its implications. The response to this RFP should be complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

### **7.2 Responsibility of Bidders**

The Bidder shall be responsible for meeting all obligations and the delivery of products and services mentioned in this RFP. The Bidder would also be responsible for ensuring the successful execution proposed solution including meeting the SLAs. The Bidder will be responsible for the supply, delivery and installation of all products and services submitted in their proposal. It is the responsibility of the Bidder to ensure that it is compliant with all the clauses as mentioned in the bid, failing which the bid can be disqualified.

### **7.3 Proposal Preparation Cost**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by IHAT to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. IHAT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the Bidder shall become the property of the IHAT and may be returned at its sole discretion.

### **7.4 Pre-bid Meeting**

#### **7.4.1 Bidders Queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to IHAT as per the submission mode and timelines mentioned in the Bid Data Sheet. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet may not be entertained by IHAT. Further, IHAT shall reserve the right to issue responses/clarifications/ corrigendum. The pre-bid queries should be submitted in the format as mentioned below, along with the name and details of the Bidder submitting the queries.

S.No	Page No	Section (Name & No.)	Statement as per RFP	Query by Bidder	Justification for query (if any)
1					
2					
3					
4					

#### **7.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

IHAT will organize a Pre-Bid meeting as mentioned in the Bid Data Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the Pre-Bid queries after the Pre-Bid meeting as mentioned in the Bid Data Sheet.

Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry valid proof of identification for verification before the commencement of the pre-Bid Conference. Also, no separate meetings/conferences will be conducted for any organization which has purchased the RFP at a date later than the dates for the above events.

The IHAT will endeavour to provide a timely response to all the queries. However, IHAT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posted by the Bidders. Any modifications of this RFP, which may be necessary as a result of the Pre-Bid Conference or for any other reason, shall be made available by IHAT exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by IHAT at the sole discretion of IHAT.

## **7.5 Amendment of the RFP Document**

At any time prior to the deadline for submission of bids, IHAT, may, for any reason can modify the Bid Document by an amendment. The Bidders are also advised to visit the IHAT website on regular basis for checking necessary updates. IHAT also reserves the rights to amend the dates mentioned in this Bid Document for bid process. IHAT may, at its discretion, extend the last date for the receipt of Bids.

## **7.6 Bid Validity Period**

- i. Bid shall remain valid for the time mentioned in the Bid Data Sheet.
- ii. IHAT may request the Bidder(s) for an extension of the period of validity.

## **7.7 Rights to Terminate the Process**

IHAT may terminate the RFP process at any time and without assigning any reason. IHAT makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by IHAT. The bidder's participation in this process may result in IHAT selecting the bidder to engage in discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the IHAT to execute a contract or to continue negotiations. IHAT may terminate negotiations at any time without assigning any reason.

## **7.8 Language of Bid**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and IHAT, shall be written and communicated in English language

## **7.9 Submission of Bids**

- i. A Two Bid System will be followed for this RFP with a Quality & Cost Based Selection (QCBS) criterion. The two bids are Eligibility Criteria & Technical Bid and Commercial Bid.
- ii. The Bidder should try to submit the Bid well before the last date to avoid any inconvenience at the last moment. The Bid submission date and time is mentioned in the Bid Data Sheet of this RFP.
- iii. A standard Price Bid format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable.
- iv. Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP.

The Bidder would be required to submit these documents (Hard Copy) in the office of IHAT to the concerned person and address as mentioned in the Bid Data Sheet.

## **7.10 Evaluation Process**

The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by IHAT, for the entire

period of the contract. The Bidder's Bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.

The evaluation process of the RFP proposed to be adopted by IHAT is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that IHAT may adopt. However, IHAT reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

#### **7.11 Right to Accept/Reject any or all Proposals**

IHAT reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for IHAT's action.

#### **7.12 Notification of Award and Signing of Contracts**

Prior to the expiration of the period of proposal validity, the Bidder will be notified in writing or by fax or email that its proposal has been accepted. IHAT shall facilitate signing of the contract after the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Bidder shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier. The notification of award (Purchase Order/LOA) will constitute the formation of the Contract. After issuance of Purchase Order/LOA the Bidder shall sign the Contract as per the draft contract format given in the RFP

#### **7.13 Failure to agree with the Terms and Conditions of the Bid**

Failure of the bidder to agree with the Terms and Conditions of the Bid shall constitute sufficient grounds for the annulment of the contract. The contract may be awarded to the next eligible Bidder.

#### **7.14 Terms and Condition of the Tender**

Bidder is required to refer to the Draft Contract Agreement given in this RFP Document, for all the terms and conditions (including project timelines) to be adhered by the successful Bidder during Project Implementation and Post implementation period.

## 8. Eligibility and Evaluation Criteria :

Interested bidders must carefully read the minimum criteria of eligibility provided herein. Bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation.

To be eligible for evaluation of its Bid, the bidder shall fulfil the following:

### 8.1 Eligibility Criteria

#	Basic Requirement	Eligibility criteria for Bidder	Documents required
1.	Legal Entity	The bidder, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956/2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for a minimum of three years	a) Copy of Certificate of Incorporation. b) GST certificate c) PAN Card
2.	Financial Standing	The Bidder should have an average annual turnover of minimum of Rs. 2 Crores from IT/IT-enabled services (ITeS) including but not limited to O&M for the last three financial years (2020-2021, 2019-2020 & 2018-2019)	Copy of audited Balance Sheet with the signature and seal of the Statutory auditors as per format given in the Annexure of the RFP
3.	Positive Net Worth	The Bidder should have a positive net worth not less in each of the previous three audited financial years (2020-2021, 2019-2020 & 2018-2019)	Copy of audited Profit and Loss statement with the signature and seal of the Statutory auditors as per format given in the Annexure of the RFP
4.	Technical Capability	<p>Herein <i>“Similar nature” is defined as experience in designing, developing, integrating, customizing &amp; maintaining Web-based Applications and Mobile Applications for any Government department or PSU in India.</i></p> <p>Must have successfully completed at least the following numbers of similar nature projects of the value specified herein in the last 5 years:</p> <ul style="list-style-type: none"> <li>- One project of similar nature with equal or more than the amount of Rs. 150 Lakhs;</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>- Two projects of similar nature with equal or more than the amount of 100 Lakhs;</li> </ul> <p><b>OR</b></p>	<p>1. Certificate from the client of satisfactory completion of the project</p> <p>2. Purchase order/Work Order/LOI Bidder to submit the outline of relevant experience as per the format given in the Annexure of the RFP</p>

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#	Basic Requirement	Eligibility criteria for Bidder	Documents required
		-Three projects of similar nature with equal or more than the amount of 75 Lakhs	
5.	Resources	The bidder must have the strength of at least 50 IT Professionals including Android and Web Designers & Developers, Project Managers, Infrastructure Managers	Certificate from HR on the letterhead of bidder certifying the availability of resources on their payroll as on date of submission of this bid as per the requirement.
6.	Certifications	Bidder shall have at least two of the following certifications:  a. CMMI Level 3 or above b. ISO 9001:2015 c. ISO/IEC 27001:2013	Copy of valid certification is to be attached
7.	Power of Attorney	Power of Attorney against the authorized official	Bidder to provide Power of Attorney in name of the authorized official responsible for signing the letters and other documents on behalf of bidder
8.	Blacklisting	The bidder should not have been blacklisted by any Private/PSU/Central Govt/State Govt. or any other Organization or agencies in India at the time of submission of the bid.	Letter from authorized signatory on the letterhead of bidder regarding non-blacklisting as per format given in the Annexure of the RFP
9.	Compliance	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought.	Declaration in this regard by the authorized signatory of The Responder
10.	Consortium/JV/Sub-Contract	A consortium / Joint venture of Companies and Sub-Contracting to any third party is not allowed to bid for this project.	Self-undertaking

Bidder needs to provide the compliance as per Form 6 provided in the RFP

Note: Tenders satisfying the following essential conditions will only be considered for further processing. In absence of the proof of the following supportive document, the tender will not be considered, (which are mandatory requirements).

## **8.2 Technical Proposal**

Bidders shall submit the Technical Bid in the formats specified in Form 1 - (the "Technical Bid"). Bidder shall furnish as part of Technical Bid, documents establishing its technical qualification as specified in Form 1, to be eligible for the IT Service provider. The Bidder shall submit all documentary evidence in a pdf format in support of the information furnished, as given below.

- i Technical proposal of those bidders will be evaluated, who qualify the Eligibility criteria.
- ii In this part, the technical bid will be reviewed for determining the Eligibility of the Bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this tender.
- iii Only those Bidders who touch or cross the threshold level of 70% in Technical Evaluation (TE) indicated below and adhere to the Department's technical requirements shall be considered for Financial Evaluation (FE).
- iv No marks shall be assigned for the technical evaluation parameter in the absence of any response on the parameter
- v The evaluation committee will evaluate the Technical Proposals based on the technical evaluation criterion as provided below:

The Bidder's technical proposal will be evaluated as per the requirements specified in the RFP and adopting the following evaluation criteria

### **Technical Evaluation – Summary of Marks**

<b>Sl. No.</b>	<b>Criteria for Technical Evaluation</b>	<b>Maximum Marks</b>
1.	Company profile of the Bidder	10
2.	Relevant Strengths of the Bidder	40
3.	Resource Strength	10
4.	Certification	10
5.	Technical Presentation	30
	<b>Total Marks</b>	<b>100</b>

### **Technical Evaluation – Matrix**

<b>#</b>	<b>Evaluation Criteria</b>	<b>Criteria</b>	<b>Maximum marks</b>	<b>Supporting</b>
1	COMPANY PROFILE		10	



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#	Evaluation Criteria	Criteria	Maximum marks	Supporting
A	Average turnover from Development of Web Application, Customization and Maintenance assignments including development of Mobile App in Indian Government department / PSU in last 3 years (Turnover in INR Crores)	a) $\geq 5$ cr. = 10 marks b) $\geq 4$ cr. < 5 cr. = 7 marks c) $\geq 3$ cr. < 4 cr. = 4 marks d) $\geq 2$ cr. < 3 cr. = 2 marks	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2	RELEVANT STRENGTHS		40	
a	Experience in Design, Development, Integration, Customization & Maintenance of Web Applications and Mobile Applications for Government department / PSU, to be demonstrated in an engagement of value INR 75 Lakhs or above that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.  The work order should have been issued within the last 5 years, as of 31st Mar 2022.	When no. of engagement is: a) $\geq 7$ projects = 30 marks b) $\geq 6$ projects < 7 projects = 25 marks c) $\geq 5$ projects < 6 projects = 20 marks d) $\geq 4$ projects < 5 projects = 15 marks e) $\geq 3$ projects = 10 marks	30	For Completed Projects: Completion Certificates from the client AND Work Order For Ongoing Projects for more than 10 months: Work Order + Phase Completion Certificate & Feedback from the client
b	No. of users using a mobile application developed by the vendor	$\geq 100k$ = 10 marks $\geq 75k < 100k$ = 7 marks $\geq 50k < 75k$ = 5 marks $\geq 25k < 50k$ = 3 marks	10	Completed Projects: Completion Certificates from the client. Agency will provide the system generated evidence pertinent to no. of devices the

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting
				APK is installed
3	RESOURCE STRENGTH		10	
a	Number of IT <i>Resources</i> : Bidder must have the strength of a minimum of 50 IT Professionals (Project Managers, Web Developers, Server administrators, android Developers, Integration Expert, Quality Analyst)	Letter from HR on company Letter Head. a) $\geq 100$ IT Professionals: -10 marks b) $\geq 75 < 100$ IT Professionals: – 7 Marks c) $\geq 50 < 75$ IT Professionals: – 5 Marks	10	Self-Certification from HR of the firm confirming the number of relevant Resources
4	CERTIFICATION		10	
a	Bidder shall have at least two of the following certifications:  a) CMMI Level 3 or above b) ISO 9001:2015 c) ISO/IEC 27001:2013	Marks will be awarded for the number of certificates as mentioned below:  a) All 3 certificates: 10 marks b) Any 2 certificates: 5 marks	10	Valid Certification copy to be provided
5	TECHNICAL PRESENTATION		30	
A	Technical Presentation (30 minutes)  a) Approach & Methodology and Risk Mitigation plan b) Technical Solutions including an Integration approach with other IT Infrastructure services c) Application Security and Data usage, Data backup and disaster management process methodology d) Training Handholding & Support e) Maintenance and Support for the proposed solution	A technical evaluation committee will evaluate the technical presentation and give the marks based on the below-mentioned format  a-) 10 marks b-) 10 marks c-) 5 marks d-) 3 marks e-) 2 marks	30	

### **8.3 Criteria for Evaluation of Bidders**

The successful Agency will be chosen based on the basis of QCBS (Quality & Cost Based Selection) with the Technical and Financial weightage at 70 and 30 respectively

Stage 1 – Technical Bid Evaluation

Stage 2 – Financial Bid Evaluation

#### **Stage 1 – Technical Bid Evaluation**

- i. The technical evaluation emphasizes on the degree of confidence of the Evaluation Team in the proposal content and the Bidder's capability to deliver the outputs effectively.
- ii. This evaluation shall be carried out on a total score of 100 on the basis of the following mentioned criteria.

#### **Stage 2: Financial Bid Evaluation and shortlisting of L1 Vendor**

- i. Financial bid of only those bidders shall be considered who qualify the technical evaluation.
- ii. The Financial Bids of technically qualified bidders shall be opened on the prescribed date as per IHAT policy.
- iii. IHAT will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.
- iv. The bidder with the lowest overall price, qualifying as Financial Proposal (L1) shall be awarded 100 score (amongst the bidders that qualified on the basis of Technical evaluation and obtained marks above 70%). Financial scores for other than L1, bidders will be evaluated using the following formula:  
Financial score of Bidder (SF) = {(Lowest price of Financial Proposal of L1/Price of the Financial Proposal of the bidder under consideration) X 100}  
(Figures shall be adjusted to two decimal places)

#### **Final evaluation (shortlisting of bidder)**

The above financials will be considered for financial scoring purposes

- i. Points obtained by the Agency for both Technical (70) as well as Financial (30) scores would be clubbed for the final selection.
- ii. The agencies will be ranked based on their Total Score and the agency scoring the highest points shall be selected.

Table: Marks for evaluation

S.No.	Evaluation	Marks
1	Technical Evaluation	70
2	Financial Evaluation	30
<b>Total</b>		<b>100</b>

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Wherein,

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S= is the combined score

ST and SF = Technical and Financial score of the bidder

TW and FW = Weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

The Selected Applicant shall be the first ranked Applicant (having the highest combined score).

The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified.

**Note:**

The bidder will first be evaluated basis their technical capabilities. Only if the bidder secures greater than or equal to 70/100 marks (which will be scaled out of 70 eventually) in the Technical score, will he/she be eligible for calculation of financial scores.

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

**8.4 Pre-Bid Queries**

The agencies may submit their consolidated list of queries to [Procurement@ihat.in](mailto:Procurement@ihat.in) ,before **May 16, 2022 at 23:59** hours. Bid Submission

**8.5 Bid Submission Deadline**

**June 02-06-2022 at 1800 hours.**

Interested agencies are advised to submit Technical and Financial proposals (Hard copies in separate envelopes) along with all required documents to below-mentioned address. Please mention "Design, develop, integrate, customize & maintain web-based application and mobile application for Unified Disease Surveillance Platform" over the sealed envelope.

Executive Director  
India Health Action trust  
404, 4<sup>th</sup> floor & 505, 5<sup>th</sup> Floor, Ratan Square  
No. 20-A, Vidhan Sabha Marg  
Lucknow-226001, Uttar Pradesh, India"

You may also reach out over email ([Procurement@ihat.in](mailto:Procurement@ihat.in) ) for any further queries in this matter.

**8.6 Award of Contract**

The notification of the award of the contract by IHAT and acceptance of the award by the selected Bidder shall constitute signing of the agreement. The signing of the agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement. At the same time as IHAT notifies the successful

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Bidder that its bid has been accepted, IHAT will send Bidder the Performa or Contract provided in the Tender Document, incorporating all agreements between the parties.

If L1 Vendor fails to execute the order, IHAT will be free to award the contract to L2 Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.

On completion of the process of selection, the vendor selected shall be awarded the contract. Within 30 days of selection, the vendor should execute an agreement with IHAT.

## **9. General Instructions and Consideration**

- i. The Client (called "IHAT") will select an organization/agency/vendor in accordance with the method of selection specified in the RFP.
- ii. The Applicants are invited to submit Technical and Financial Proposals (collectively called - the Proposal), for the services required for the Assignment.
- iii. The Proposal will form the basis for the grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work of this RFP.
- iv. IHAT requires that the Applicant hold IHAT's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of IHAT and the Project.
- v. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Evaluation Process, including but not limited to 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.
- vi. It is the IHAT's policy that the Applicants observe the highest standard of ethics during the Evaluation Process and execution of work/assignment. In pursuance of this policy, the IHAT:
  - will reject the proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question.
  - will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and executing the work order.
- vii. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by ED, TSU, whose decision shall be final.
- viii. The Agencies shall submit their proposal in two covers namely, Technical Proposal and Financial Proposal respectively. The technical evaluation will be carried out first and then a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicants will be thereafter opened.
- ix. Number of Proposals: No applicant shall submit more than one application.

- x. Misrepresentation of the content of RFP/ improper response by the applicant may lead to the disqualification of the applicant. If such disqualification/ rejection occurs after the proposals have been opened and the highest-ranking applicant gets disqualified/ rejected, then the IHAT reserves the right to consider the next best applicant, or take any other measure as may be deemed appropriate at the sole discretion of the IHAT.
- xi. Acknowledgement by Applicant:  
It shall be deemed that by submitting the Proposal, the applicant has:
- made a complete and careful examination of the RFP;
  - Received all relevant information requested from IHAT;
  - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHAT;
  - satisfied itself about all matters, things and information, including matters hereinabove, necessary and required for submitting an informed application and performance of all of its obligations there under;
  - acknowledged that it does not have a Conflict of Interest; and
  - agreed to be bound by the undertaking provided by it under and in term hereof.

IHAT and/ or its advisors/ employees shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the IHAT and/ or its employee.

## **10. Bid Submission Forms & Proformas**

### **10.1 Form 1: Letter of Technical Proposal Submission Form**

***[Bidders are required to submit the covering letter as given here on their letterhead]***

[Location, Date]

To,

India Health Action Trust,  
404, 4<sup>th</sup> Floor, Ratan Square Building,  
Vidhan Sabha Marg, Lucknow,  
226001

**RFP dated [date] for selection of Agency for [name of assignment]**

Sir,

With reference to your RFP Document dated [date], we<name of agency>, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as agency for [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

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

Further:

1. We acknowledge that IHAT will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to IHAT any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. We acknowledge the right of IHAT to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by the imposition of a penalty by an arbitral or



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judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
  - b) We do not have any conflict of interest in accordance with the terms of the RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with IHAT or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IHAT in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

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13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

## 10.2 Form 2: Outline of the Relevant Experience

<b>Project Title:</b> <i>(Attach separate sheet for each project)</i>	
Country:	
States:	
Name and address of the client:	Duration of the Assignment:
Approx. value of the contract (In current INR):	
Type of Project	Government, semi-government or multilateral organization:
Whether project was dealing in public health	Yes/No
Start Date (month/year):	End Date (month/year):
Team size deployed for the project	
<b>Narrative description of the Project:</b>	
<b>Description of the actual services provided by the staff within the assignment</b>	
<b>Relevance of Assignment</b>	

\*Please attach copy of work order/completion certificate for each assignment.

Signature:

Name & Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency:

Date:

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The following project experience details to be filled by the Bidders for Technical Evaluation:

**Summary of experience in similar projects**

S. No	Name of the project	Name of the client	Type of Project (AMC/ Change Management) AMC or Change Management could be part of the larger project	Year of commencement of operations	Was project related to public health (Y/N)	Year of end of operations (if any)	Value of Works executing /executed

### **10.3 Form 3: Financial Capacity of Bidder**

**(To be certified by the statutory auditor)**

**(In Rs. Lakhs)**

<b>FY</b>	<b>Bidder Name</b>	<b>Net Worth</b>	<b>Average Turnover of Three Financial Years Immediately Preceding the Bid (i.e. FY 2020-21, 2019-20, 2018-19)</b>
2020-21			
2019-20			
2018-19			

Signature of Statutory Auditor

Name of Statutory Auditor

Name of Company

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with to the RFP. The financial statements shall:
  - a) reflect the financial situation of the Bidder
  - b) be audited by a statutory auditor
  - c) be complete, including all notes to the financial statements; and
  - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

#### **10.4 Form 4: Eligibility Criteria**

#	Basic Requirement	Eligibility criteria for Bidder	Documents required	Compliance (Yes/No)
1.	Legal Entity	The bidder, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956/2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for a minimum of three years	a) Copy of Certificate of Incorporation. b) GST certificate c) PAN Card	
2.	Financial Standing	The Bidder should have an average annual turnover of a minimum of Rs. 2 Crores from IT/IT-enabled services (ITeS) including but not limited to O&M for the last three financial years (FY 2020-2021, 2019-2020 & 2018-2019)	Copy of audited Balance Sheet with the signature and seal of the Statutory auditors as per format given in the Annexure of the RFP	
3.	Positive Net Worth	The Bidder should have a positive net worth not less in each of the last three audited financial years (i.e. FY 2020-21, 2019-20, 2018-19)	Copy of audited Loss statement with the signature and seal of the Statutory auditors as per format given in the Annexure of the RFP	
4.	Technical Capability	Herein <i>“Similar nature”</i> is defined as work related to <i>Design, develop, integrate, customize &amp; maintain web-based application and mobile application for Unified Disease Surveillance Platform for any Government department or PSU in India.</i>	1. Certificate from the client of satisfactory completion of the project 2. Purchase order/Work Order/LOI Bidder to	

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#	Basic Requirement	Eligibility criteria for Bidder	Documents required	Compliance (Yes/No)
		<p>Must have successfully completed at least the following numbers of similar nature projects of the value specified herein in the last 5 years:</p> <ul style="list-style-type: none"> <li>- One project of similar nature with equal or more than the amount of Rs. 150 Lakhs; <b>OR</b></li> <li>- Two projects of similar nature with equal or more than the amount of 100 Lakhs;</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>- Three projects of similar nature with equal or more than the amount of 75 Lakhs</li> </ul>	submit the outline of relevant experience as per the format given in the Annexure of the RFP	
5.	Resources	The bidder must have the strength of at least 50 IT Professionals including Android and Web Designers & Developers, Project Managers, Infrastructure Managers	Certificate from HR on the letterhead of bidder certifying the availability of resources on their payroll as on date of submission of this bid as per the requirement.	
6.	Certifications	<p>Bidder shall have at least two of the following certifications:</p> <ul style="list-style-type: none"> <li>a. CMMI Level 3 or above</li> <li>b. ISO 9001:2015</li> <li>c. ISO/IEC 27001:2013</li> </ul>	Copy of valid certification is to be attached	
7.	Power of Attorney	Power of Attorney against the authorized official	Bidder to provide Power of Attorney in name of the authorized official responsible for signing the letters	

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#	Basic Requirement	Eligibility criteria for Bidder	Documents required	Compliance (Yes/No)
			and other documents on behalf of bidder	
8.	Blacklisting	The bidder should not have been blacklisted by any Private/PSU/Central Govt/State Govt. or any other Organization or agencies in India at the time of submission of the bid.	Letter from authorized signatory on the letterhead of bidder regarding non-blacklisting as per format given in the Annexure of the RFP	
9.	Compliance	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought.	Declaration in this regard by the authorized signatory of The Responder	
10	Consortium/JV/Sub-Contract	A consortium / Joint venture of Companies and Sub-Contracting to any third party is not allowed to bid for this project.	Self-undertaking	



## 10.5 Form 5: Scope of Work

Reference Point	Scope Category	SOW-S.no	Scope of Work	Compliance (Yes/No)
4.1	General	4.1.1.	The Development of the Unified Disease Surveillance platform shall be in the form of enhancements to existing unified COVID Platform or to re-design and develop a responsive, dynamic, real-time and informational integrated platform for public health surveillance, as deemed appropriate by the bidder. Bidder will have full accessibility of existing source code and database of the unified COVID platform.	
		4.1.2	<p>Whether understand the following point?</p> <p>The Guiding principles that were followed for development of Unified COVID platform are as under. These largely should be kept in mind while planning for the Unified Surveillance platform.</p> <ul style="list-style-type: none"> <li>• A Single source of truth for the entire State – for T3 – Track, Test and Treat.</li> <li>• Drive effective end to end Case management across the complete case life cycle of disease</li> <li>• Ensure Modularity across different user groups and services and the associated views, with UI and services not coupled to increase functionality at scale</li> <li>• Develop an intuitive design based on the regular workflow of the user, to enable them with a tool that helps save time given their daily workload</li> <li>• Engage all stakeholders digitally – Officials, surveillance teams, Labs (Public and private)</li> <li>• A Layered Architecture – Surveillance Platform -&gt; Decision Making Dashboard with Advanced analytics identifying spread patterns, super-spreaders, and clusters of high infection</li> </ul>	

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		4.1.3	<p>Whether understand the following detail?</p> <p>Following are major modules of the Unified COVID Platform that have already been developed and implemented successfully across the state and hold the transactional repository of data since April 2020.</p> <ul style="list-style-type: none"> <li>• Surveillance Module.</li> <li>• Lab Module.</li> <li>• Facility Module.</li> </ul>	
		4.1.4	<p>Whether understand the following detail?</p> <p>The Unified COVID platform has the following features. The detail of data points is attached as Annexure A to this document.</p> <ul style="list-style-type: none"> <li>• Single point of case registration from State-District Helpline, Gol Database, State-specific data, Labs, Tracking Teams and Citizen's Self Quarantine App</li> <li>• Unique Case ID assigned for case management across the system.</li> <li>• Ability to drive bulk allocation of cases to Tracking Teams.</li> <li>• In-person verification of newly registered cases, daily follow-up and contact tracing on the field.</li> <li>• Ability to assign bulk cases for testing through consignment-id and bulk upload results at the lab - results updated in real-time at the Facility/District level</li> <li>• Flexibility provided to the district officer to assign any facility</li> <li>• Post case allocation, one-time medical record updation by Nodal officer at the facility. Daily updation of epidemiology data within the facility.</li> <li>• Seamless inter-facility referral facilitated</li> <li>• District officer assigned with the responsibility of handling (e.g. case closure) post-discharge management.</li> <li>• Outcome assigned to each case at the end of the cycle.</li> </ul>	
		4.1.5.	<p>Whether understand the module-based workflow of the existing unified COVID platform as shown in Point no 4.1.5</p>	

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		<p>4.1.6. Design Principles for development of the Unified Disease Surveillance Platform</p> <ul style="list-style-type: none"> <li>• Design and Development of Web and Mobile Application should take place as per agile methodology.</li> <li>• The application should have a layer-based architecture that is flexible enough to have limited impact changes throughout the layers of the application. Micro-services based architecture will be preferred.</li> <li>• There should be separate management for staging and production environments on a cloud server.</li> <li>• System should be capable enough to integrate with other applications i.e. HFR, IHIP (Integrated Disease Surveillance Programme), TB Surveillance Platform, NCD programme, E-Hospital and CPHC Platform etc. There should not be technology/Platform dependencies.</li> <li>• Designing of API should be restful so that end-to-end digitalization occurs smoothly.</li> <li>• There should be a flag for active and inactive wherever applicable so that active data should be visible to end-users.</li> <li>• There should be no additional tool needed for running the web and mobile application.</li> <li>• If bidder will opt for re-design of web and mobile application for unified surveillance platform, then bidder shall be responsible for end-to-end development of the planning, design, UI/UX and development and testing into a fully functional platform.</li> </ul>	
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		4.1.7.	<p>Project Documentation</p> <ul style="list-style-type: none"> <li>• The bidder will submit a detailed project plan for the redesign /development of the Surveillance platform as per his understanding/assessment.</li> <li>• The successful bidder will need to submit the System and functional requirement specification i.e. SRS and FRS.</li> <li>• The Successful bidder should suggest and submit technical requirement specification</li> <li>• Software design document and Testing Plan along with test cases need to be submitted subject to the approval of SRS and FRS.</li> <li>• The bidder should be flexible towards 20%-30% variation in approved SRS at any stage i.e. from planning to Development and Implementation.</li> <li>• Annual audit support for the developed application for audit clearance</li> <li>• Value-added services like reports, interoperability, Data visualization etc.</li> </ul>	
		4.1.8.	<p>Implementation</p> <ul style="list-style-type: none"> <li>• The shortlisted bidder in consultation with UPTSU, IHAT will upgrade the existing Unified COVID Platform or develop a responsive Unified Surveillance platform.</li> <li>• Once the platform is developed and accepted, the successful bidder should ensure all the support and small customization requests made by the State are carried out efficiently and promptly.</li> <li>• Ensuring smooth and error-free functioning of the platform as per SLA.</li> <li>• Bidder shall be responsible for end-to-end digitalization and its associated process(es).</li> <li>• The engagement of services is intended for 3 years which the first year will be for up-gradation/re-design of the existing unified COVID platform. The development phase of 1 year will be followed by 2 years of the maintenance phase.</li> </ul>	
4.2	Functional	4.2.1	<p><b>Whether understand the following detail?</b></p> <p><b>Disease Classification:</b> The disease can be classified into two types i.e., Communicable and Non-</p>	

		<p>Communicable Diseases. An illustrative list of communicable and non-communicable diseases, linked to the Gol programmes is attached in Annexure B.</p> <p><b>4.2.1.1. Communicable Disease</b></p> <p>Diseases which are caused by viruses, bacteria, fungi, protozoa, worms (Pathogenic organisms) and can be transferred from one person to another, or from one organism to another - in humans these include measles, food poisoning and malaria. There are other communicable diseases also which need proper syndromic surveillance, in order to take corrective and preventive action. The common list of diseases for which the platform may be utilised to capture data is as under. However, this list is not exhaustive and maybe be revised from time to time.</p> <ul style="list-style-type: none"> <li>• Tuberculosis</li> <li>• Leprosy</li> <li>• Malaria</li> <li>• Dengue</li> <li>• Filaria</li> <li>• Kala-Azar</li> <li>• JE</li> <li>• Chikungunya</li> <li>• Acute Diarrhoeal Disease (including acute gastroenteritis)</li> <li>• Dysentery – Bacillary, Shigella</li> <li>• Viral Hepatitis</li> <li>• Enteric Fever</li> <li>• Meningococcal Meningitis</li> <li>• Acute Encephalitis Syndrome</li> <li>• Meningitis</li> <li>• Measles</li> <li>• Cholera</li> <li>• Diphtheria</li> <li>• Typhoid Fever</li> <li>• Pertussis</li> <li>• Chicken Pox</li> <li>• Acute Respiratory Infection (ARI) / Influenza Like Illness (ILI)</li> <li>• Pneumonia</li> <li>• Leptospirosis</li> <li>• Acute Flaccid Paralysis &lt; 15 Years of Age</li> <li>• Rabies (Dog bite)</li> </ul> <p><b>4.2.1.2. Non - Communicable</b></p>	
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			<p><b>Disease</b></p> <p>Non-communicable diseases (NCDs) are medical conditions or diseases that are not caused by infectious agents. These are chronic diseases of long duration, and generally slow progression and are the result of a combination of genetic, physiological, environmental and behaviours factors. The common list of diseases for which the platform may be utilised to capture data is as under. However, this list is not exhaustive and maybe be revised from time to time.</p> <ul style="list-style-type: none"> <li>• Visual Impairment</li> <li>• Mental Illness</li> <li>• Deafness</li> <li>• Snake Bite</li> <li>• Diabetes</li> <li>• Cardiovascular Diseases &amp; Stroke</li> <li>• Cancer</li> <li>• HIV</li> <li>• Burn Injuries</li> </ul>	
		4.2.2.	<p><b>Whether understand the following detail?</b></p> <p><b>Types of Surveillance:</b></p> <p><b>4.2.2.1. Syndromic surveillance:</b></p> <ul style="list-style-type: none"> <li>• Relies on diagnosis made on the basis of clinical pattern by paramedical personnel and members of the community.</li> <li>• The fundamental objective of syndromic surveillance is to identify illness clusters early, before diagnoses are confirmed and reported to public health agencies, and to mobilize a rapid response, thereby reducing morbidity and mortality</li> <li>• Syndromic surveillance is conducted in the field by health workers in both urban and rural settings.</li> <li>• The surveillance is primarily active, based on field visits conducted by Health workers. However, data collected during routine OPDs and immunization sessions also need to be taken into account. Health workers identify the syndrome based on symptoms and clinical patterns and report syndromic diagnosis as per the</li> </ul>	

			<p>disease-specific form.</p> <p><b>4.2.2.2. Lab confirmed:</b></p> <ul style="list-style-type: none"> <li>• Certain diseases can only be confirmed post the results of a confirmatory test.</li> <li>• Relies on clinical diagnosis confirmed by an appropriate confirmatory laboratory test.</li> <li>• The identification of new agents and changes in the behaviour of micro-organisms especially in relation to susceptibility to anti-microbial are also important components of laboratory surveillance</li> <li>• Under IDSP, the MOs of PHC, CHC &amp; Medical Colleges carry out Laboratory surveillance routinely by reporting all lab-confirmed cases of interest. Also, private labs are included under the IDSP reporting network to test for diseases mentioned in the above lists.</li> </ul>	
		4.2.3.	<p>Whether understand the following detail?</p> <p>Unified Surveillance Platform Design:</p> <p>4.2.3.1. The competent authority has decided to upgrade the Unified COVID platform for generic disease surveillance. This upgraded/ re-design version of the unified COVID platform will include but is not limited to the following: -</p> <ul style="list-style-type: none"> <li>• Master Directories for Diseases, as per Government of India Programs</li> <li>• Diseases V/s Program Mapping.</li> <li>• Disease wise form configuration.</li> <li>• Disease V/s Symptoms Mapping, leading to Capturing of Disease specific Symptoms</li> <li>• API based Integration with other platforms like HFR, CPHC Platform, IHIP, TB Surveillance Platform, NCD Platform &amp; E-hospital .</li> <li>• Disease wise data repository at Community/ Health Facility level.</li> <li>• Lab Sample record and result updation.</li> <li>• Follow up at Community or facility.</li> <li>• Visualization and MIS Reporting at State and District Level.</li> </ul>	

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			Whether understand the functionality and interlinkages with other applications as illustrated in the figure at Point 4.2.3.1?	
			<p>Whether understand the following detail?</p> <p>4.2.3.2. The Development for Unified Surveillance Platform will be role-based where respective users can perform the task as per the role assigned to them. Following interfaces need to be developed for State-level roles. This interface will be used for designing the disease-specific surveillance forms.</p> <ul style="list-style-type: none"> <li>• Diseases</li> <li>• Programs</li> <li>• Disease V/s Program Mapping</li> <li>• Symptoms</li> <li>• Disease V/s Symptoms Mapping</li> <li>• Test Types</li> <li>• Test Type V/s Disease and Result Mapping</li> <li>• Disease outcome (Recovered/ Deceased / Other).</li> </ul>	
			<p>Whether understand the following detail?</p> <p>4.2.3.3. Transactional Directories:</p> <ul style="list-style-type: none"> <li>• Disease form Configuration i.e. selection of disease,</li> <li>• adding of symptoms to be captured</li> <li>• Surveillance duration and its frequency,</li> <li>• Sampling required (Yes/No),</li> <li>• Geography where survey to be conducted and survey to be conducted by</li> <li>• Lab Results</li> <li>• Follow Up</li> <li>• Outcome - Case Closure.</li> </ul>	
			<p>Whether understand the following detail?</p> <p>4.2.3.4 Visualization &amp; Reports: Disease wise Analytical reports and visualization of statistics.</p>	



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			<p>Whether understand the following detail?</p> <p>4.2.3.5. Mobile App for Field:</p> <p>Upgradation/re-design and development of Mobile Application at level of Health Facility and Community. The mobile version shall contain following</p> <ul style="list-style-type: none"> <li>• Landing Screen</li> <li>• Disease Listing for which symptoms need to be captured</li> <li>• Sample Collection and Routing of samples to lab (incase required)</li> <li>• Result Upload (Result can be uploaded either at any end i.e. Labs or Health Facility/ Community user)</li> <li>• Case Follow Up (If disease confirmed)</li> <li>• Case outcome and closure.</li> </ul>	
		4.2.4.	Whether understand the Process flow, Landscape, State Level, Community/Facility Level & Lab Process?	
			Whether understand all points covered under scope of work of RFP?	

## 10.6 Form 6: Technical bid Proposal

#	Evaluation Criteria	Criteria	Maximum marks	Supporting	Compliance (Yes/No)
1	COMPANY PROFILE		10		
A	Average turnover from Development of Web Application, Customization, Hosting and Maintenance assignments including development of Mobile App in Indian Government department / PSU in last 3 years (Turnover in INR Crores)	<p>e) <math>\geq 5</math> cr. = 10 marks</p> <p>f) <math>\geq 4</math> cr. &lt; 5 cr. = 7 marks</p> <p>g) <math>\geq 3</math> cr. &lt; 4 cr. = 4 marks</p> <p>h) <math>\geq 2</math> cr. &lt; 3 cr. = 2 marks</p>	10	<p>Extracts from the audited Balance sheet and Profit &amp; Loss; OR</p> <p>Certificate from the statutory auditor</p>	

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting	Compliance (Yes/No)
2	RELEVANT STRENGTHS		40		
a	<p>Experience in Design, Development, Integration, Customization, Hosting &amp; Maintenance of Web Applications and Mobile Applications for Government department / PSU, to be demonstrated in an engagement of value INR 75 Lakhs or above that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.</p> <p>The work order should have been issued within the last 5 years, as of 31st Mar 2022.</p>	<p>When no. of engagement is:</p> <p>f) <math>\geq 7</math> projects = 30 marks</p> <p>g) <math>\geq 6</math> projects &lt; 7 projects = 25 marks</p> <p>h) <math>\geq 5</math> projects &lt; 6 projects = 20 marks</p> <p>i) <math>\geq 4</math> projects &lt; 5 projects = 15 marks</p> <p>j) <math>\geq 3</math> projects = 10 marks</p>	30	<p>For Completed Projects: Completion Certificates from the client AND Work Order</p> <p>For Ongoing Projects for more than 10 months: Work Order + Phase Completion Certificate &amp; Feedback from the client</p>	
b	No. of users using a mobile application developed by the agency	<p><math>\geq 100k</math> = 10 marks</p> <p><math>\geq 75 k &lt; 100 k</math> = 7 marks</p> <p><math>\geq 50 k &lt; 75 k</math> = 5 marks</p> <p><math>\geq 25 k &lt; 50k</math> = 3 marks</p>	10	<p>Completed Projects: Completion Certificates from the client. Agency will provide the system generated evidence pertinent to no. of devices the APK is installed</p>	
3	RESOURCE STRENGTH		10		
a	Number of IT Resources: Bidder must have the strength	Letter from HR on company Letter Head.	10	Self-Certification from HR of	

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting	Compliance (Yes/No)
	of a minimum of 50 IT Professionals (Project Managers, Web Developers, Server administrators, android Developers, Integration Expert, Quality Analyst)	a) $\geq 100$ IT Professionals: -10 marks b) $\geq 75 < 100$ IT Professionals: - 7 Marks c) $\geq 50 < 75$ IT Professionals: - 5 Marks		the firm confirming the number of relevant Resources	
4	CERTIFICATION		10		
a	Bidder shall have at least two of the following certifications:  a) CMMI Level 3 or above b) ISO 9001:2015 c) ISO/IEC 27001:2013	Marks will be awarded for the number of certificates as mentioned below:  a) All 3 certificates: 10 marks b) Any 2 certificates: 5 marks	10	Valid Certification copy to be provided	
5	TECHNICAL PRESENTATION		30		
A	Technical Presentation (30 minutes)  a) Approach & Methodology and Risk Mitigation plan b) Technical Solutions including an Integration approach with other IT Infrastructure services c) Application Security and Data usage, Data backup and disaster management process methodology d) Training Handholding & Support e) Maintenance and Support for the proposed solution	A technical evaluation committee will evaluate the technical presentation and give the marks based on the below-mentioned format  a-) 10 marks b-) 10 marks c-) 5 marks d-) 3 marks e-) 2 marks	30		

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#	Evaluation Criteria	Criteria	Maximum marks	Supporting	Compliance (Yes/No)

The bidder shall specify the services available as part of the unified surveillance platform as per table given below

Functional Requirements	Compliance (Yes / No)
Upgradation / Design and development of Unified Surveillance Platform	
Design and development of Android & IOS based Application for Facility or Community level Users	
Data Visualization	
Content Management System	
Profile management, Role Management	
Data Security	
MIS – Analytics	
User Management	
System Configuration	
Ability to integrate with other platforms	
Database Management	
Technical Document	

## 10.7 Form 7: Standard Formats for the Financial Proposal

### 10.7.1 Financial Proposal Submission Form

[Date]

To,

India Health Action Trust,  
404, 4<sup>th</sup> Floor, Ratan Square Building,  
Vidhan Sabha Marg, Lucknow,  
226001

Dear Sir,

**Subject: Services for [name of assignment].**

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

### **10.7.2 Financial Proposal**

Financial Implications for the scope of work defined in the RFP should be as per the below format:

<b>S.no</b>	<b>Activity</b>	<b>Cost INR in Figures</b>	<b>GST @ 18% in Figures</b>	<b>Total</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=C+D</b>
<b>1</b>	Design, develop, integrate, customize & maintain web-based application and mobile application for Unified Disease Surveillance Platform along with Security certification/clearance			
<b>2</b>	Annual Maintenance Cost			
<b>a</b>	Maintenance cost for First Year (applicable after the warranty period)			
<b>b</b>	Maintenance cost for Second Year			
Total Cost in Figures (1+2)				
Total Cost in Values				

#### **Notes:**

- The prices stated in the Contract shall be deemed to include all amounts.
- Applicable taxes will be deducted at source.
- Bidder must submit their financial bid for the total scope of work.
- Taxes would be payable at the applicable rates as may be in force from time to time.
- Financial proposal will be shared for a year. The contract duration will be three years.
- SMS cost for pushing alerts to application users/beneficiaries will be borne by IHAT.
- Financial proposal shared for 1<sup>st</sup> Year will remain same for rest of years also.
- Prices indicated in the schedules shall be exclusive of all taxes, Levies, duties etc. During the payment stage, the authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging, IT Infrastructure and other related items.
- All the prices are to be entered in Indian Rupees ONLY

## **10.8 Form 8: Non-Disclosure Agreement**

This Agreement is executed on..... Day of ..... between **Director - Finance**, a trust incorporated under the Indian Trust Act, having its registered office at \_\_\_\_\_, Karnataka and **<Receiving party>**, registered office at **<Receiving party Address>**. and **<Receiving party>** hereinafter referred to individually as “**Party**”, collectively as “**Parties**”, as the “**Recipient**” when any Party receives the information from the other Party and as the “**Disclosing Party**” when any party discloses the information to the other Party.

### **Purpose:**

- a. This agreement is entered into in respect of **<Contract order reference>** by **<NDA executing officer of IHAT>** IHAT, Lucknow for **<Purpose/Project/Research/Study>**.
- b. IHAT wishes the recipient to consider consumer data and other relevant information which is shared for intended purpose as Proprietary and confidential.

### **Confidentiality:**

The Recipient agrees to receive the proprietary Information from IHAT (referred to as the “**Disclosing Party**”) and treat all such Information as confidential. Such information will be treated confidential if it is in tangible form or is summarized by the Disclosing Party in tangible form, orally, electronically or visually. It is expected that such information need not bear a legend or label of “Confidential” or other similar designation manifesting the intent that it is confidential (“**Confidential Information**”).

For the purpose of this agreement, the term confidential information shall mean and include but not limited to the consumers, IHAT and any other data provided for the **<purpose>**.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. Recipient agrees to hold all Confidential Information received from the Disclosing Party in confidence without limitation in time. The Recipient understands and agrees that the nature of the information does not permit the unauthorized disclosure of the same at any point of time since the same is highly valuable, sensitive, confidential and personal to the individual concerned. Recipient will use such Confidential Information only for the purpose agreed between the Parties; restrict disclosure of such Confidential Information to its employees which are directly associated with providing such services and who have a need to know and subject them to the same terms and conditions, obligations assumed herein. Recipient will not disclose such Confidential Information to any third party, without the prior written approval of the Disclosing Party, other than the third party Consultants appointed by the Receiving Party, who require such information to perform Services. But the third party consultants shall be subject to similar non-disclosure.

2. Recipient agrees to protect Confidential Information received from the Disclosing Party with the highest degree of care as any reasonable person would normally exercise to protect its own proprietary confidential information of a similar nature.
3. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of such information, either intentionally or unintentionally, or without the knowledge of the Recipient.
4. The restrictions set forth in this NDA on the use or disclosure of Confidential Information shall not apply to any information:
  - a) Which after it has rightfully become generally available to the public; or
  - b) Which at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
  - c) Which the Disclosing Party agrees in writing exclusively is free of such restrictions; or
  - d) Which if such information is required to be furnished to any authority, department, office or body by a decree, order or authorization of law. However, in the event such information is sought by the authority/court concerned from Recipient, this fact shall be promptly intimated to the Disclosing Party, without fail to enable it to exercise its rights available as per law.

### **Arbitration**

1. This agreement shall be governed by the applicable laws in force in India and the courts at Lucknow shall have the exclusive jurisdiction to try and adjudicate any matter arising here from.
2. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be first attempted to be resolved through mutual negotiations within 15 days period on being referred by either party, failing which, the said disputes shall be settled by resorting to arbitration in accordance with the provisions and procedure of The Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator to be appointed by the Executive Director, IHAT or his nominee. There shall be no objection if the said appointee be an employee of the Company. The place of arbitration shall be Lucknow and the arbitration proceedings shall take place in the English language. The parties shall bear their respective cost of arbitration.



**Miscellaneous**

1. The terms of this Agreement shall start from the date of its execution by both Parties and will be in existence for a period of **<Period>**. The parties shall be bound for ensuring the confidentiality of any such information shared, disclosed or acquired during the course of execution of services in terms hereof, even after the expiry/termination of the rendering services. However, the parties shall be at liberty to modify the period of this Agreement by mutual consent only.
2. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of the Parties by their respective authorized officers or representatives.

**In witness where of Parties hereby scribe their respective hands to the above covenants on the Date and Day above mentioned.**

<p>For and On Behalf of</p> <p><b>India Health Action Trust</b></p> <p><b>Authorized Signatory</b></p>	<p>For and On Behalf of</p> <p><b>&lt;Receiving party&gt;</b></p>
<p>Name:</p> <p>Designation:</p> <p>Lucknow</p>	<p>Name:</p> <p>Designation:</p>
<p>1. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>	<p>1.Witness in Presence of</p> <p>Name:</p> <p>Address:</p>
<p>2. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>	<p>2.Witness in Presence of</p> <p>Name:</p> <p>Address:</p>

## 11. Annexures

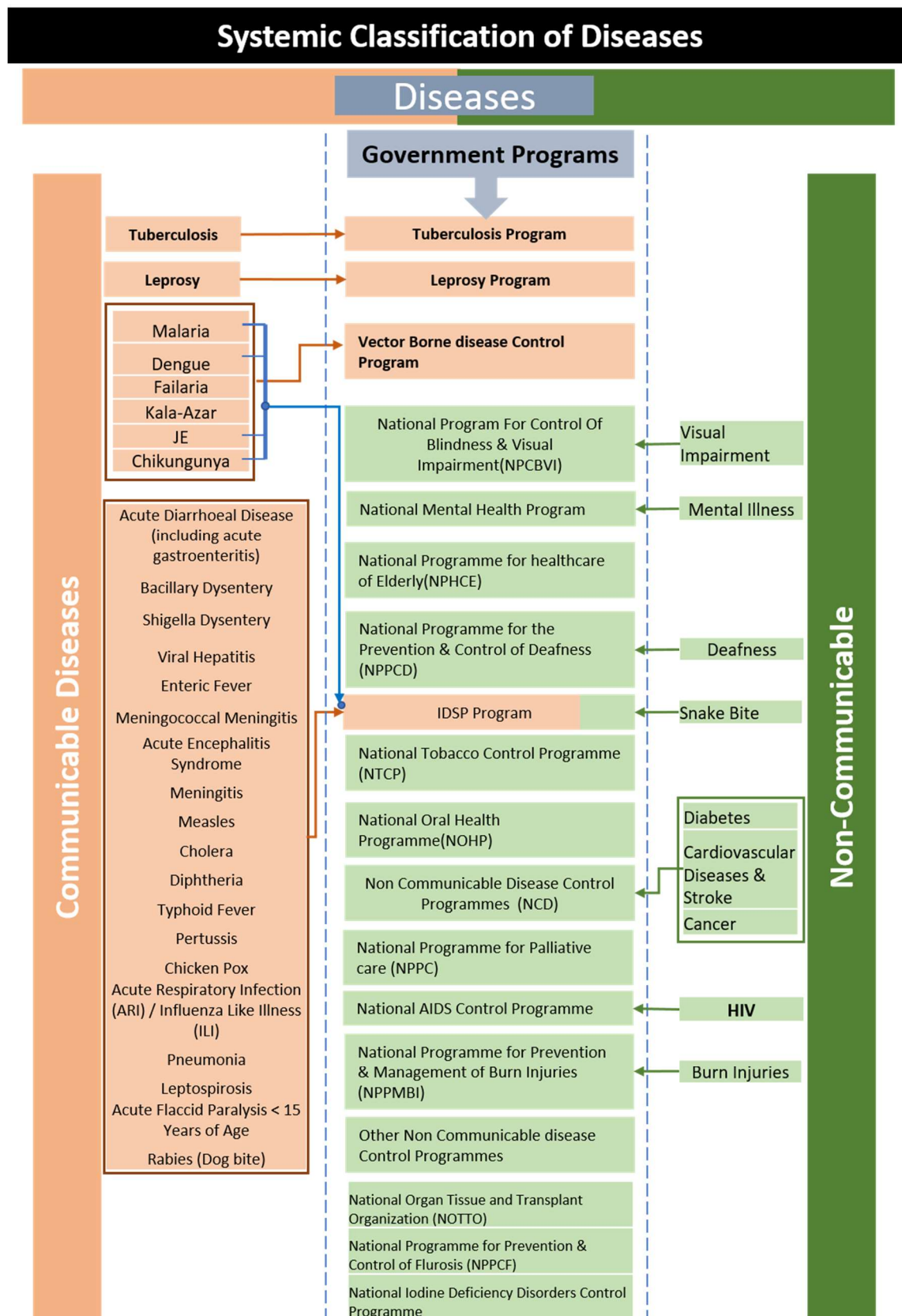
### Annexure A: KEY DATA POINTS OF UNIFIED COVID PLATFORM

The System captures data in respect of suspected and identified cases across the entire lifecycle. The data points can be broadly classified under the following categories.

<b>Identifiers</b>	<ul style="list-style-type: none"> <li>• Name, Mobile number, Address</li> <li>• Block and District</li> </ul>
<b>Demographic information</b>	<ul style="list-style-type: none"> <li>• Age</li> <li>• Sex</li> <li>• Source of information</li> <li>• BPL Status</li> <li>• Educational Background</li> </ul>
<b>Epidemiological information</b>	<ul style="list-style-type: none"> <li>• Case type</li> <li>• Travel history (countries visited, arrival date)</li> <li>• Symptoms (<i>Cough, fever, breathing problem, sore throat</i>)</li> <li>• Contact with Covid positive</li> <li>• Medical history (<i>Asthma, Bronchitis, Immunocompromised, Hypertension, Diabetes, COPD, Chronic Renal Disease, Malignancy etc</i>)</li> </ul>
<b>Test details</b>	<ul style="list-style-type: none"> <li>• Date of sample collection and dispatch</li> <li>• Testing lab</li> <li>• Date of sample receipt</li> <li>• Test type</li> <li>• Date of result</li> <li>• Result</li> </ul>
<b>Facility</b>	<ul style="list-style-type: none"> <li>• Facility allocation date,</li> <li>• Facility Name</li> <li>• Type</li> <li>• Admission date</li> <li>• In patient detail (Ventilation bed, Oxygen bed)</li> </ul>
<b>Outcome</b>	Discharged/ Deceased, date of discharge/ deceased

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## Annexure B: COMMUNICABLE AND NON-COMMUNICABLE DISEASE LANDSCAPE



## **Annexure C: Performance Guarantee**

Within 15 days from the date of signing of the contract with IHAT, the vendor shall furnish the Performance Guarantee (PG) of an amount equal to 10% of its Financial Proposal, by way of Bank Guarantee issued by one of the Banks in India for the due performance of the engagement. The validity of the Bank Guarantee should be 3 months beyond the end date of the project.

Refund of PG: The PG shall be refunded within six months from the date of successful completion of the engagement.

Forfeiture of PG: PG shall be forfeited in the following cases:

- i. When any terms and condition of the contract is breached.
- ii. When the vendor fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order.
- iii. When vendor, fails to commence the services or fails to provide deliverables and timeline as mentioned in the contract.

Full or part of PG may be forfeited.

No interest will be paid by IHAT on the amount of PG

## **Annexure D: Draft Contract Agreement**

### **12.1 Definitions, Interpretations and Other Terms**

i **Bid** means the tender process conducted by IHAT and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;

ii **Confidential Information** means all information including data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);

iii **Customers** mean all citizens and business organization and users who use the IHAT services.

iv **Deliverables** means all the activities related to the design, develop, integrate, customize & maintain web-based application and mobile application for Unified Disease Surveillance Platform and other service provisioning, as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;

v **Effective Date** means the date on which the Purchase Order or Letter of Acceptance is issued

vi **BA** means this Bid Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**

- vii **Performance Security** means the performance guarantee of an amount equal to 10% of its Financial Proposal, by way of Bank Guarantee issued by one of the Banks in India for the due performance of the engagement (for 1 year 3 months).
- viii **Proprietary Information** means processes, methodologies, technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned / licensed by either Party or granted by third parties to a Party hereto prior / subsequent to the execution of this Agreement ;
- ix **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks / activities / software / hardware and communication technology for this project; from all the concerned departments / agencies, etc. as the case may be.
- x **Bid Document** means the Request for Proposal released vide Bid Document number IHAT/LKO/2022-23/05/001 and include all clarifications / addendums, explanations and amendments issued by the IHAT in respect thereof;
- xi **Services** means the content and services delivered and to be delivered to the customers or the offices of IHAT by the Service Provider, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Bid Agreement.
- xii. **Users** means the IHAT officials having access to the Application Landscape including its Implementation Agencies, technology vendors, corporations, partners and agencies and their employees, as the context admits or requires.

## **12.2 Interpretations:**

- i References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- ii Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- iii Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this BA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this BA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
- iv The headings and use of bold type in this BA are for convenience only and shall not affect the interpretation of any provision of this BA;
- v The Schedules to this BA form an integral part of this BA and will be in full force and effect as though they were expressly set out in the body of this BA;
- vi Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- vii References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification,

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commissioning and other activities incidental to the construction or roll out, and “construct” or “roll out” shall be construed accordingly;

viii Any word or expression used in this BA shall, unless defined or construed in this BA, bear its ordinary English language meaning;

ix The damages payable by a Party to the other Party as set forth in this BA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;

- x This BA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;
- xi The IHAT–UPTSU may nominate a technically competent agency / individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
- xii The agency / individual nominated by the IHAT – UPTSU can engage professional organizations for conducting specific tests on the Unified Disease Surveillance Platform and all other aspects;
- xiii The agency / individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;
- xiv Such an involvement of and guidance by the agency / person will not, however, absolve the Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the platform& the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.
- xv The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
  - a. This Agreement ;
  - b. Scope of Services for the Bidder
  - c. Detail Commercial proposal of the Bidder accepted by IHAT
  - d. Clarification & Corrigendum Documents published by IHAT subsequent to the Bid Document for this work
  - e. Bid Document of IHAT for this work
  - f. Lol issued by IHAT to the successful Bidder and
  - g. Successful Bidder “Technical Proposal” and “Commercial Proposal” submitted in response to the Bid Document.

### **12.3 Term of the Bid Agreement**

- i. The term of this BA shall be a period of 3 year. This includes the time of 1 year for implementation of Unified Disease Surveillance Platform and operational acceptance issued by IHAT. The senior specialist to be hired / provided by the bidder on behalf of IHAT, shall be engaged from the date of signing of the Agreement. The CA may be extended beyond 1 year to a period as mutually agreed by both the parties.
- ii. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, IHAT -UPTSU reserves the right to extend the term of the Agreement by corresponding period to allow validity of Agreement from the date of operational acceptance.

## 12.4 Payment Milestone

Sr. No.	Payment Milestone / Activity	Timelines	Payment (in %)
1.	On submission and approval of Project Plan, FRS and SRS	T1= T+2 months	10% of <b>A</b>
2.	On submission and approval of Design Documents, Test Cases (Unit Test Cases & User Acceptance Test Cases) and Unit Test Results	T2= T1+1 month	10% of <b>A</b>
3.	Design and development and User Acceptance Testing (UAT) of upgraded/re-designed solution.	T3= T2+4 months	15% of <b>A</b>
4.	Design and development and User Acceptance Testing (UAT) of Android based Mobile Application Integration with Application i.e. Health facility Register and CPHC Platform.	T3= T2+4 months	15% of <b>A</b>
5.	Go-Live (Deployment and Hosting of the applications)	T4= T3+1 month	25% of <b>A</b>
6.	Warranty Support for 4 Months post Go-Live	T5= T4+4 months	25% of <b>A</b>
7.	During Operations & Maintenance Phase	T5+24 months	12.5% of <b>B</b> at the end of each quarter

Whereas,

**T** – Date of Letter of Intent

**A**= Cost mentioned against Serial No. 1 of Table Mentioned in Section No. 10.7.2

**B**= Cost mentioned against Serial No. 2 of Table Mentioned in Section No. 10.7.2

## 12.5 Service Levels and Penalty

- I. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to IHAT for the duration of this contract period of the Project.
- II. Timelines specified in the above section (*Key Project Milestones and Timelines* and *Payment Terms and Schedule*) shall form the Service Levels for delivery of Services specified therein.
- III. All the payments to the selected bidder are linked to compliance with the SLA metrics specified in this document.
- IV. Commencement of SLA: The SLA shall commence from the implementation period itself for adherence to the implementation plan. The penalty shall be deducted from the next payment milestone during the implementation period. During the O&M period, the penalty shall be deducted from the quarterly payments.

### 12.5.1 Service Level Agreement and Penalty for Implementation Phase

Sr. No.	Item	Penalty
1.	Delay in submission of deliverable(s) or completion of Activity(ies) as mentioned as Points 1 to 6 in table for <i>Payment Terms and Schedule</i>	1% of "A" for the delay of each week or part thereof subject to a maximum of 15% of "A".



## 12.5.2 Service Level Agreement and Penalty for Operations & Maintenance Phase

#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
1.	Critical priority calls (Incidents / Service Requests)	Critical bugs/issues – Bugs/issues on web portal/application affecting most of the intended users. e.g. Forms.	100% of incidents should be resolved within 2 hours of issue reporting	Incidents resolved $\geq 98\%$ and $< 100\%$	1% of quarterly maintenance payment
				Incidents resolved $\geq 96\%$ and $< 98\%$	2% of quarterly maintenance payment
				Incidents resolved $\geq 94\%$ and $< 96\%$	3% of quarterly maintenance payment
				Incidents resolved $\geq 92\%$ and $< 94\%$	4% of quarterly maintenance payment
				Incidents resolved $< 92\%$	5% of quarterly maintenance payment
2	Medium priority calls (Incidents / Service Requests)	Bugs in Web Portal which is in one functionality of the module and does not stop complete flow and effects	100% of incidents should be resolved within 12 hours of issue reporting	Incidents resolved $\geq 98\%$ and $< 100\%$	1% of quarterly maintenance payment
				Incidents resolved $\geq 96\%$ and $< 98\%$	2% of quarterly maintenance payment
				Incidents resolved $\geq 94\%$ and $< 96\%$	3% of quarterly maintenance payment
				Incidents resolved $\geq 92\%$ and $< 94\%$	4% of quarterly maintenance payment
				Incidents resolved $< 92\%$	5% of quarterly maintenance payment
3	Low priority Incidents / Service Requests	Small Bugs / suggestions in Web Portal which is in one functionality of the module / the web page and does	100% of incidents should be resolved within 24 hours of	Incidents resolved $\geq 98\%$ and $< 100\%$	1% of quarterly maintenance payment
				Incidents resolved $\geq 96\%$ and $< 98\%$	2% of quarterly

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#	Parameters	Description	Target	Penalty Slabs	Penalty amount (in %)
		not stop complete flow and effects of the infected module / web page	issue reporting		maintenance payment
				Incidents resolved $\geq 94\%$ and $< 96\%$	3% of quarterly maintenance payment
				Incidents resolved $\geq 92\%$ and $< 94\%$	4% of quarterly maintenance payment
				Incidents resolved $< 92\%$	5% of quarterly maintenance payment
4	Application Up-Time	Application Up-Time = (Total time of the month - Approved downtime for maintenance) - downtime	Application Up-time $\geq 99\%$	Incidents resolved $\geq 98.5\%$ and $< 99\%$	2% of quarterly maintenance payment
				Incidents resolved $\geq 98\%$ and $< 98.5\%$	3% of quarterly maintenance payment
				Incidents resolved $\geq 97.5\%$ and $< 98\%$	4% of quarterly maintenance payment
				Incidents resolved $\geq 97\%$ and $< 97.5\%$	5% of quarterly maintenance payment
5	Application Security	An incident where system is compromised or suspected of unauthorized use/access or data theft	Investigation of breach and suitable mitigation strategy supported by evidence	per incident	5% of quarterly maintenance payment

Whereas,

Quarterly Maintenance Payment = 12.5 % of B (Cost mentioned against Serial No. 2 of Table Mentioned in Section No. 10.7.2)

**Notes:**

- I. The selected bidder has to submit all the reports pertaining to the SLA Review process within 15 working days after the end of the quarter.
- II. All reports must be made available to IHAT, as and when the report is generated or as and when asked by the competent authority.
- III. SLA's will be measured on Monthly basis and application based, Payments for maintenance and support phase will be made on quarterly basis.
- IV. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

- V. The downtime will be calculated on monthly basis. Non-adherence to any of the services mentioned below will lead to a penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
  - a. Downtime due to hardware/software and application which is owned by IAHT at their premises
  - b. Negligence or other conduct of IHAT or its agents, including a failure or malfunction resulting from applications or services provided by IHAT or its vendors.
  - c. Failure or malfunction of any equipment or services not provided by the selected bidder.
- VI. However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to IHAT. The selected Bidder shall obtain the proof authenticated by the IHAT's official that the outage is attributable to the IHAT.
- VII. The total deduction per quarter shall not exceed 15% of the total QP value
- VIII. Three quarterly deductions amounting to more than 15% of the QPs on account of any reasons will be deemed to be an event of default and termination
- IX. It is the right of the IHAT to bring/ deploy any external resources/agencies at any time for SLA review
- X. No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters
- XI. The selected bidder shall deploy sufficient resources suitably qualified and experienced onsite to meet the SLA, as required. The selected bidder shall appoint as many team members as deemed fit by them, to meet the time schedule and SLA requirements.

## **12.6 Professional Project Management**

Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Bidder shall attend regular Project Review Meetings scheduled by IHAT and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Bidder in regular manner to ensure the proper management of the project:

- i. Finalization of the Project plan in consultation with IHAT and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Infrastructure Management Plan, etc.
- ii. Monthly Compliance report, which will cover compliances to Project Timelines and Software delivered, SLAs, etc.

## **12.7 Use & Acquisition of Assets during the term**

The Bidder shall:

- i Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased / owned by the Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades / enhancements and improvements to meet the needs of the project arising from time to time.
- ii Term "Assets" also refers to all the hardware / Software / data / documentations / manuals / or any other material procured, created or utilized by the Bidder or IHAT for implementation of Unified Disease Surveillance Platform .

- iii Keep all the tangible Assets in good and serviceable condition suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the BA and during the entire term of the Agreement.
- iv Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Bidder will be responsible for the used of the asset.
- v Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner.
- vi To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them.
- vii Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.
- viii Use the Assets exclusively for the purpose of providing the Services as defined in the BA.
- ix Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to IHAT of this Project in an efficient and speedy manner.
- x Bidder shall NOT use IHAT data to provide services for the benefit of any third party, as a service bureau or in any other manner.

## **12.8 Performance Guarantee**

Within 15 days from the date of signing of the contract with IHAT, the vendor shall furnish the Performance Guarantee (PG) of an amount equal to 10% of its Financial Proposal, by way of Bank Guarantee issued by one of the Banks in India for the due performance of the engagement. The validity of the Bank Guarantee should be 3 months beyond the end date of the project.

Refund of PG: The PG shall be refunded within six months from the date of successful completion of the engagement.

Forfeiture of PG: PG shall be forfeited in the following cases:

- i. When any terms and condition of the contract is breached.
- ii. When the vendor fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order.
- iii When vendor, fails to commence the services or fails to provide deliverables and timeline as mentioned in the contract.

Full or part of PG may be forfeited.

No interest will be paid by IHAT on the amount of PG

## **12.9 Change in requirements**

All change requests that may be required for any reason by the Authority shall be made in accordance with the procedures to be established by the Authority in this regard.

The Service Provider shall ensure nil downtime of software, prompt execution of customization and enhancement requirements, version control mechanism and also to develop smooth upgrades and version changes, ongoing training and feedback mechanism.

Change requests shall be considered only up to 25% of the contract value (as mentioned in S.No. 1 C of Financial Bid of selected bidder) for any increase in scope of work.

## **12.10 Indemnity**

The Bidder agrees to indemnify and hold harmless IHAT, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. Any mis-statement or any breach of any representation or warranty made by the Bidder or
- ii. The failure by the Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by "Implementation of the IT Infrastructure product by itself at the direction of IHAT, or
  - a. Any compensation / claim or proceeding by any third party against IHAT arising out of any act, deed or omission by the Bidder or
  - b. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

## **12.11 Third Party Claims**

- i. Subject to Sub-clause (b) below, the Bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- ii. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

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- b. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e. Bidder hereby indemnify and hold indemnified IHAT harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- f. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- i. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee (PBG), if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates. The format for PBG is placed at Annexure III 11.3
- iii. Bidder will defend or settle third party claims against IHAT solely attributable to the Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware/software/deliverables etc. (together "deliverables") supplied by the Bidder. The Bidder shall pay all costs, damages and attorney's fees that a court finally awards.
- iv. IHAT shall provide the Bidder with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Bidder will have adequate opportunity to control the response thereto and the defense thereof.
- v. Further as an exclusion, the Bidder shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable

## **12.12 Warranties**

- i. The Bidder warrants and represents to IHAT that:
  - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - b. This Agreement is executed by a duly authorized representative of the Bidder;
  - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- ii. In the case of the SLAs, the Bidder warrants and represents to IHAT, that:
  - a. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - b. The SLAs shall be executed by a duly authorized representative of the Bidder;
  - c. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
  - d. Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
  - e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
  - f. Bidder will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
  - g. The Bidder shall ensure defect free operation of the entire solution and shall replace any such software which is found defective and during the entire contract period the Bidder shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No costs shall be paid separately for the warranty other than what are the costs quoted by the Bidder and as specified in the contract.
- iii. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Bidder is unable to meet the obligations pursuant to the Implementation of the web applications, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, IHAT will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Bidder.

The 30-day notice period shall be considered as the 'Cure Period' to facilitate the Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

## **12.13 Force Majeure**

- i. The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the

“reasonable” control of the Bidder, not involving the Bidder’s fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

ii. For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify IHAT, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. IHAT, or the consultant / committee appointed by IHAT shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by IHAT in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

iii. In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, IHAT and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

iv. Notwithstanding anything to the contrary mentioned above, the decision of IHAT shall be final and binding on the Bidder.

#### **12.14 Resolution of Disputes**

IHAT and the Bidder shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall being Lucknow, Uttar Pradesh. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts in Lucknow, Uttar Pradesh.

#### **12.15 Limitation of Liability towards IHAT**

i. The Bidder’s liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to IHAT for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to IHAT on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the total value of the Agreement.

ii. Bidder’s aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by IHAT for:

a. the particular hardware/software; or

b. services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim.



iii. This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

### **12.16 Data Ownership**

All the data created as the part of the project shall be owned by IHAT . The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. IHAT shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

### **12.17 Fraud and Corruption**

IHAT requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, IHAT defines, for the purpose of this provision, the terms set forth as follows:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of IHAT in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to IHAT, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive IHAT of the benefits of free and open competition.
- iii. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by IHAT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- v. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- vi. If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for IHAT for termination of the contract and initiate black-listing of the vendor.

### **12.18 Conflict of Interest**

i. The Bidder shall disclose to IHAT in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold IHAT's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

ii. In the event of any question, dispute or difference arising under the agreement or in connection there-with, the same shall be referred to the sole arbitration of the Chairman of Board, IHAT or in case his designation is changed or his office is abolished, then in such cases

to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, IHAT or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, IHAT or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

iii. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

iv. The venue of the arbitration proceeding shall be the office of the Chairman of Board, IHAT, or such other places as the arbitrator may decide.

## **12.19 Exit Management**

i. Exit Management Purpose

ii. This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

iii. The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by IHAT or Three months after the beginning of the exit management period, whichever is earlier.

iv. Confidential Information, Security and Data

Bidder will promptly, on the commencement of the exit management period, supply to IHAT or its nominated agencies the following:

a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, utilization of VMs and allied infrastructure; any other data and confidential information created as part of or is related to this project;

b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.

c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable IHAT and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to IHAT or its nominated agencies, or its replacing vendor (as the case may be).

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d. The Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project on confirmation from IHAT.

e. Bidder will sign a Non-Disclosure Agreement with IHAT.

v. Employees

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to IHAT a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, IHAT or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by IHAT or any Replacing Vendor.

vi. Rights of Access to Information

At any time during the exit management period, the Bidder will be obliged to provide an access of information to IHAT and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for IHAT.

vii. Exit Management Plan

Successful Bidder shall provide IHAT with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

b. Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;

c. Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.

d. Exit Management Plan shall be presented by the Bidder to and approved by IHAT or its nominated agencies.

e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under this Schedule.

f. During the exit management period, the Bidder shall use its best efforts to deliver the services.

g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

## **12.20 Termination of contract**

- i. IHAT may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:
  - a. Where IHAT is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this Contract and may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract
  - b. Where it comes to IHAT's attention that the service provider is in a position of actual conflict of interest with the interests of IHAT, in relation to any of services arising out of services provided under the resultant contract or this RFP
  - c. If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
  - d. If the Bidder fails to perform any other obligation(s) under the contract.
- ii. Prior to providing a notice of termination to the Bidder, IHAT shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/ default of the Contract, if IHAT is of the view that the breach may be rectified.
- iii. On failure of the Bidder to rectify such breach within 30 days, IHAT may terminate the contract by providing written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IHAT. In such an event the Bidder shall be liable for the penalty imposed by IHAT.
- iv. In the event of termination of this contract for any reason whatsoever, IHAT is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to IHAT and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.
- v. Termination for Convenience: The agreement may be terminated by "IHAT" without cause upon ninety days prior written notice or as mutually agreed upon whichever is less, delivered in person or by registered or certified mail to the agency/successful bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of "IHAT".

## **12.21 Confidentiality**

- i. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and

meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

ii. Except with the prior written permission of IHAT, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

iii. The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of IHAT requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in IHAT and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

iv. The restrictions of this Article shall not apply to confidential information that:

a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and

b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and

c. Is developed by the Recipient independently of any of discloser's Confidential Information; and

d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and

e. Is identified in writing by the Discloser as no longer proprietary or confidential; or

f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

## **12.22 Miscellaneous**

i. Standards of Performance

The Bidder shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc. of Information Technology standard as prevalent in the country. The Bidder shall also conform to the standards laid down by or Government of India from time to time. Such standards and guidelines shall be shared with the Bidder by IHAT up on signing of the Contract.

ii. Care to be taken while working at IHAT offices

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a. Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and IHAT in writing and pay necessary charges towards fixing of the damage.

b. Bidder shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

iii. Compliance with Labour regulations

The Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the resources working on IHAT project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Bidder. Upon request, this record shall be produced to the appropriate authority in IHAT and/or Judicial Body. If complaints are received by IHAT (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Bidder.

iv. Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

v. Notices

a. Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

UPTSU

404-405, Rattan Square

Vidhan Sabha Marg

Lucknow (Uttar Pradesh) India - 226001

Phone: 0522 – 2237496, 2237522

Bidder:

Bidder:

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Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

vi. Personnel/Employees

a. Personnel/employees assigned by Bidder to perform the services shall be employees of Bidder, and under no circumstances will such personnel be considered as employees of IHAT. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. IHAT shall not be responsible for the above issues concerning to personnel of Bidder.

b. Bidder shall use its best efforts to ensure that sufficient Bidder personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. IHAT or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement. In the event that IHAT requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by IHAT or its nominated agencies as per defined SLAs. The Bidder shall depute quality team for the project and as per requirements IHAT shall have the right to ask Bidder to change the team.

c. Management (Regional Head / VP level officer) of Bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.

d. The profiles of resources proposed by Bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Bidder shall not remove such personnel without the prior written consent of IHAT. For any changes to the proposed resources, Bidder shall provide equivalent or more experienced resources in consultation with IHAT.

e. Except as stated in this clause, nothing in this Agreement will limit the ability of Bidder freely to assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. IHAT shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

f. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

vii. Variations & Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.

*Selection of Agency to design, develop, integrate, customize & maintain web-based application and mobile application for Unified Disease Surveillance Platform*

b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

viii. Severability & Waiver

a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

ix. Survivability

a. The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

10.24 Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Lucknow courts only.

Attachments to the Agreement:

- i) Scope of Services for the bidder
- ii) Bid Document of IHAT for this work
- iii) Corrigendum Document published by IHAT subsequent to the Bid Document for this work
- iv) Detail Commercial proposal of the Bidder accepted by IHAT
- v) Lol issued by IHAT to the successful bidder
- vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document