

REQUEST FOR PROPOSAL (RFP)

FOR

Software Development and Platform Support Services for National Tele-Mental Health Initiative

E-Health Research Centre
International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

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THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by IITB. IITB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



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Disclaimer

IITB reserves the right to alter/change/modify the procurement of any of the services, hardware, or software items of this RFP. Thus IITB, at its discretion, the IITB shall leverage the unit rates provided by the Bidder in case of an increase or decrease in any of the services, software, or hardware proposed by the Bidder throughout the tenure of the Contract.

IITB reserves the right to negotiate, change, modify or alter any/all the items, terms, and provisions of the RFP/agreement entered pursuant to the RFP and may request additional information if required from the Bidder during the contract period.

IITB also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party.

The Licenses and related products and services under this RFP should be applicable to all locations identified by IITB for the execution of the project.

The RFP document is not a recommendation, offer, or invitation to enter into a contract, agreement, or other arrangements in respect of the services.

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ACD	Automatic Call Distributor
IITB	International Institute of Information Technology, Bangalore
MOHFW	Ministry of Health and Family Welfare
GOI	Government of India
NIMHANS	National Institute of Mental Health and Neurosciences
DoT	Department of Telecommunications
MEITY	Ministry of Electronics and Information Technology
IVR	Interactive Voice Response
BG	Bank Guarantee
Bidder	The organization submitting the proposal who will have single point responsibility for execution of scope and deliverables as required by this Request for Proposal.
CD	Compact Disk
TMC	Tele-Mental Health Cell
HER	Electronic Health Records
CTI	Computer Telephone Integration
DD	Demand Draft
DIT	Department of Information Technology
DOT	Department of Telecommunication
EMD	Earnest Money Deposit
EOD	End of Day
MHP	Mental Health Professional
FY	Financial Year
GRS	Grievance Redressal System
HO	Head Office
ISO	International Organization for Standardization
IT	Information Technology
ITD	Information Technology Department
MIS	Management Information System
OS	Operating System
PBG	Performance Bank Guarantee
PWMI	Persons With Mental Illness
PO	Purchase Order
PRI	Primary Rate Interface
PSU	Public Sector Undertaking
RFP	Request For Proposal
RO	Regional Office



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SLA	Service Level Agreements
SRS	System Requirement Specification
UAT	User Acceptance Testing
UT	Union Territory

1 Introduction & Objectives

1.1 Background and Context

The National Tele Mental Health Programme was announced in the Union Budget 2022-23 with the objective “to better the access to quality mental health counselling and care services”. NIMHANS was identified as the nodal centre and International Institute of Information Technology-Bangalore (IIITB) is to provide technology support. This RFP is being issued by IIITB to solicit bids from competent vendors for Software Development and Platform Support Services for National Tele-Mental Health Program (also being called as Tele MANAS Program).

1.2 About IIITB

The **International Institute of Information Technology Bangalore (IIITB)**, deemed to be a University, was established in 1998 with a vision to contribute to the IT world through education and research, entrepreneurship, and innovation. Intersecting technology and society, IIITB has grown in stature to become an institution of considerable repute with its unique model of education, research, and industry interaction. It works in partnership with the corporate sector while retaining the freedom of an academic institution. Inspired by other renowned institutions, it strives to emulate an academic culture that is on par with the best international institutions. The institute is a registered not-for-profit society supported jointly by the Government of Karnataka and the IT industry.

1.3 About E-health research centre

The E-Health Research Center (EHRC) @ IIIT-B is an interdisciplinary Research Center that spreads across all areas of research interests in the institute towards doing applied research in the use of Information & Communication Technologies (ICTs) to meet the healthcare needs of the under-served and marginal population groups in India and similar regions across the world, with an objective of improving affordability, accessibility and availability of technology solutions covering [medical] devices, [health] data, and delivery [platforms and models]. Current focus areas are mental health, malnutrition and disabilities.

1.4 RFP Schedule and Details

General Details	
RFP Number	<i>Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022</i>
Department Name	E-Health Research Centre, IIITB
Scope of Work	As mentioned in Section 2
Mode of RFP Submission	Offline
RFP Type	Open
Type of Contract	Information Technology Services
Bidding Type	Indigenous
Base Currency	INR (₹)
Consortium	Not Allowed

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Key Dates	
Document Download StartDate	25-Oct-2022
Last Date and time for submission of Pre-Bid Queries	07-Nov-2022, 10 AM
Pre-bid Meeting	07-Nov-2022, 3 PM
Clarification/Amendments if any	Will be published on IITB website's tele-MANAS tender page
Last Date and Time for Bid Submission	15-Nov-2022, 12 PM
Date and Time for Technical Bid Opening	15-Nov-2022, 3 PM
Declaration of Shortlisted Bidder's for Commercial Bid Opening	Will be published on IITB website's tele-MANAS tender page
Date and Time for Commercial Bid Opening	Will be published on IITB website's tele-MANAS tender page
Declaration of Successful Bidder	Will be published on IITB website's tele-MANAS tender page
Notification of Award and Issue of Purchase Order	Will be published on IITB website's tele-MANAS tender page
Bid Validity Period (in Days)	60 days
Documents to be submitted physically	Tender processing Fee (DD) Bank Guarantee for EMD Other documents supporting Eligibility Criteria, etc. as per RFP.
Mode of Document Fee Payment	Offline/Online
Mode of EMD Payment	Offline/Online
Payment Details	
Tender processing Fee (Non-refundable)	₹10,000
EMD Amount	₹5,00,000 (MSMEs registered with the Central Purchase organization or the concerned Ministry or department are exempted from Bid Security/EMD. MSME to mention the same and provide the appropriate Registration certificate)
EMD Payable to & at	As per RFP
Performance Bank Guarantee	3% of the Contract Value
Other Details	
Eligibility Criteria	As per RFP
General Terms and Conditions	As per RFP

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Bid Submission Information	The bidders must fulfill the Eligibility criteria for being eligible to bid.
The prospective bidders may email their queries and suggestions for any changes required to be made in the bid document through e-mail as per the dates mentioned above. The suggestions and queries shall be responded to in the pre-bid meeting as per the dates mentioned above and subsequent changes made based on the suggestions and clarifications as above shall be deemed to be part of the RFP document.	
No suggestions or queries shall be entertained after the last date for pre-bid queries specified above.	
The Demand Draft on account of tender processing fees should be drawn on Scheduled Commercial bank in favor of ' International Institute of Information Technology Bangalore ' along with physical copies of all the documents mentioned in the RFP in support of eligibility criteria etc. must be received at the following address before the date and time of submission of bid.	
Tender processing fee or EMD may be paid online (by NEFT) using below details. The bidder should include payment transaction reference and other details as part of the technical bid documents. Details for Online Payment: Account Holder Name: International Institute of Information Technology - Bangalore Bank Name: Punjab National Bank Branch Name and Address: United Building, Plot No - 100, Electronic City, Bangalore 561229 (Ph. No.: 080-28520014) Bank Account Number: 1238011010536 IFSC Code: PUNB0123820 MICR Code: 560024069 Swift Code: PUNBINBBSB PAN: AAATI1037P	
Contact details of IIITB: Prof TK Srikanth Head E-Health Research Center (EHRC), International Institute of Information Technology Bangalore (IIIT-B), 26/C Electronics City Phase 1, Off Hosur Road, Opposite Infosys Campus, Bangalore 560100, India. Ph: +91 80 4140 7777 Email : ehrc-projects@iiitb.ac.in	

1.5 Project Timelines

The Bidder is expected to start at the earliest and adhere to timelines outlined in subsequent sections of this RFP.

Notes:

- IIITB, at its discretion, shall have the right to alter the quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- The Bidder is required to provide a detailed strategy to IIITB to be able to meet the timelines; if the Bidder has a faster and more effective solution, the same may be discussed and agreed by IIITB.

1.6 Availability of RFP document

- i. RFP document containing conditions of pre-qualification, detailed requirement specifications including the terms and conditions shall be downloaded from Institute's website (URL: www.iiitb.ac.in/tele-manas)
- ii. Please note that the Institute shall not accept any liability for non-receipt of bid document(s) in time.

2 Scope of Work

This section contains scope of work related to Software Development and Platform Support Services for the Tele-MANAS initiative. IIITB envisages outsourcing the Software Development and Platform Support Services to a suitable bidder. This RFP is being issued by IIITB to solicit bids from competent vendors for IT services comprising development, implementation, maintenance and support services in context of the software solutions to be rolled out under this program.

All solutions and services agreed to be provided under this RFP should comply with norms of the Government of India. This should include compliance with the guidelines of MEITY, Mental Healthcare Act 2017, IT Act 2000 and any other such guidelines, acts, laws or by-laws which come into effect during the execution of the programme.

2.1 Scope of Work – Solution Components

Below are the primary technology components to be created and implemented as a part of the National Tele Mental Health ("Tele-MANAS") platform.

- i. Voice-based teleconsultation platform: The solution enables voice-based teleconsultation by using telephone and IVR based facilities to support 3-tiered hierarchy of teleconsultants. This IVR platform has been launched on 10-Oct-22 using a commercial IVR platform.

Scope of Work under this RFP:

- Training the IVR Users across States and Union Territories
- Level 1 Support for IVR Users across States and Union Territories
- Development of components of Tele-Manas platform to store caller information, manage workflows of counsellors and mental health professionals, and upgrading of the UI of the IVR system for counsellors and mental health professionals

- ii. Video-consultation platform: E-Sanjeevani is recommended as the video-consultation platform to be used for the Tele-MANAS initiative.

Scope of Work under this RFP:

- Integrating E-Sanjeevani with the Tele-Manas platform
- Coordinating the onboarding of facilities and mental health professionals for providing video-based teleconsultations related to mental health ailments
- Maintenance and support services for Tele-MANAS E-Sanjeevani integrations

- iii. Tele-Manas web and mobile app: Web and mobile app shall be created to facilitate access to relevant and latest information related to mental health and the Tele-Manas initiative in a digital format. These apps shall also be the placeholders for launching of various technology based services being provisioned under Tele-MANAS

Scope of Work under this RFP:

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- Development and implementation of web and mobile app for Tele-MANAS
- Maintenance and support services for Tele-MANAS web and mobile app
- iv. National E-Manas platform: Leveraging the Karnataka E-Manas platform to build a National E-Manas platform with provisions for recording of EHR data related to teleconsultations, ensuring compliance with Mental Healthcare Act 2017 and integration with Ayushman Bharat Digital Mission framework

Scope of Work under this RFP:

- Development and implementation of E-Manas platform
- Integration with ABDM framework
- Maintenance and support services for E-Manas
- v. Governance and dashboard modules: Governance and dashboard modules shall need to be created for monitoring, tracking and reporting of the overall Tele-MANAS program

Scope of Work under this RFP:

- Development and implementation
- Maintenance and support services
- vi. Integration of Tele-Manas platform components with the Ayushman Bharat Digital Mission framework for enabling unified health records of patients and sharing of health records across establishments and systems

Scope of Work under this RFP:

- Development and implementation of ABDM integrations in line with the milestones defined by NHA
- Maintenance and support services
- vii. Other Components: Seeing the novelty, scale and complexity of the programme it is anticipated that the overall technical solution will need to evolve to cater to the programme objectives. Hence it is expected that there shall be new solution components other than those defined above, that will need to be conceptualized and implemented.

Scope of Work under this RFP:

Providing any other IT based services related to the Tele-MANAS program including development and implementation of any new solution components identified, project coordination tracking and reporting, platform enhancements, maintenance and support activities

All components developed in this project should be scalable, enable relevant security certifications of the solutions, and be compliant with relevant healthcare standards and guidelines

2.2 Scope of Work – Services

The finalized vendor will be expected to perform the following high-level services as a part of this engagement:

Development and implementation services:

- Working under the technology leadership and supervision of IITB project team for development of Tele-MANAS and E-Manas software components
- Understanding the planned architecture of Tele-MANAS
- Understanding the existing Karnataka E-Manas platform and the planned architecture of National E-Manas platform
- Understanding and analyzing the project requirements for the scope of work assigned by IITB

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team

- Technical design and software development for the scope of work, aligned with the architecture, framework and guidelines defined for the program, including integration with other relevant platforms such as e-Sanjeevani and ABDM.
- Integration testing and supporting user acceptance testing
- Creating deployment and release packages for the platform deliverables
- Doing deployments and providing required roll-out support
- Project planning and tracking, taking bottom-line responsibility towards meeting the timelines and quality thresholds for the scope of work assigned
- Publishing status report to IIITB program team on a regular basis

Maintenance and support services:

- Establishing a 24X7 Support team for providing Level 1 and 2 support for the hub and facilities across all the States and Union Territories based on technical and other capabilities
- Providing Level 3 support services for bug-fixes and enhancements
- Establishing support infrastructure (connectivity, phone lines, support phone number etc) and processes for Level 1 and 2 support (shifts rota, handshake, reporting etc)
- Establishing Support SLAs and metrics based on project needs in line with industry standards
- Monitoring team's performance and platform issues closely towards taking corrective measures as needed
- Identifying needs for automation of support and continuous improvement of support services and metrics
- Support services governance and reporting covering status updates and performance based on SLAs and metrics

2.3 Expected Timeline

The high level timelines for availability of basic features of key functional components are highlighted below in terms of half-yearly durations. The addition of features, enhancements and scaling-up of these components is expected to continue for subsequent duration of the program.

Key Functional Components	FY 22-23		FY 23-24		FY 24-25		FY 25-26		FY 26-27	
	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2
IVRS and voice-based service										
Tele-Manas Core Platform - Dashboard										
Tele-Manas Integration with ABDM										
E-Sanjeevani Integration										
E-Manas Integration with ABDM										
E-Manas - National Platform										
Tele-Manas service through mobile app/website										

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Provisioning linkages in Tele-Manas for other digital platforms for mental health care										
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The cells marked in green indicate that initial versions of those components are defined and available. The timelines represented above are indicative, for the overall initiative. The scope of work and deliverables will be communicated by IITB team on a periodic basis, based on priorities. The staffing projections and timelines will be mutually discussed and agreed periodically between IITB and the selected bidder.

2.4 Expected Scale of platform and solutions

The platform and its solution components are expected to be architected and designed to cater to the needs of the citizens of all the States and Union Territories of India.

2.5 Quality Checks and Monitoring

- i. Bidder is expected to incorporate high standards of quality in all its deliverables, well-defined and published quality assurance processes, tracking mechanisms and continuous improvement plans
- ii. To ensure Service Quality, IITB or its other authorized program stakeholders, at its discretion, may conduct regular as well as random audits in in-person or remote mode
- iii. Bidder to provide access to personnel designated by IITB for doing UAT or any other validations for the changes being implemented before roll-outs
- iv. Bidder to monitor and generate reports including those required for cross-verification of SLAs and related payments

2.6 Monitoring and Reporting

- i. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of platform, users and TMCs. Bidder has to provide a portal for report viewing by the IITB or its designated vendors or agencies.
- ii. Reports should also be available in common format like Excel, PDF, Word, etc. & should be configurable to be mailed to a defined mailing list.
- iii. The successful bidder shall also assist IITB in responding to queries and investigations initiated by the statutory bodies or law enforcement agencies as well as in fulfilling regulatory reporting requirements.
- iv. The Bidder and IITB will mutually agree on the format of the reports to be submitted by the Bidder to IITB, NIMHANS and government agencies, state or central. If IITB requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to IITB.

2.7 Project Management

2.7.1 Project Governance

Bidder is expected to propose the Governance structure as part of response to the RFP which would be

further discussed and finalized mutually between selected bidder and IITB team at the time of on-boarding. However, some of the key requirements for governance of this project are mentioned in the subsequent sections.

2.7.2 Steering Committee

- i. The Bidder shall participate in periodic Steering Committee meetings and update the Steering Committee on Project progress, Risk parameters (if any), Resource requirements, immediatenext project steps, and any obstacles in project.
- ii. All relevant records of proceedings of the Steering Committee should be maintained and shared with the Steering Committee and Project Management Office.
- iii. The bidder should also plan for participation in Steering Committee meetings and any other important meetings in in-person mode - as and when required and feasible
- iv. Other than the planned meetings, IITB may call for a Steering Committee meeting with prior notice to the Bidder.
- v. The Steering Committee will consist of stakeholders from IITB, members from other committees for the program, its nominated agencies (if required) & stakeholders from Bidder.

2.7.3 Transition and Exit Management

- i. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to Bidder's scope of work, the bidder needs to ensure a smooth transition to new agency/vendor
- ii. All risks during transition stage shall be properly documented by Bidder and mitigation measures shall be planned in advance so as to ensure smooth transition without any service disruption.
- iii. The transition plan along with period shall be mutually agreed between Bidder and IITB and/or its designated agency when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

3 Response Guidelines

This section contains guidelines to be followed by the bidder for the Technical and Commercial responses to this RFP

3.1 Guidelines for RFP Technical Response

The response must include the following:

1. **Proposed Technical Solution:** This section must include the following besides any other details:
 - a. Details of bidder's proposed high level solution architecture comprising the solution architecture diagram and a brief description of each of the high level solution blocks shown in the diagram
 - b. Key non-functional requirements covering scalability, data security and privacy and other such requirements which are recommended by bidder for provisioning in the platform

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envisioned

- c. Any recommendations for architecture, deployment and implementation best-practices
- d. Any other details outlining the technical implementation approach towards delivering the solution and scope of work

Bidder shall ensure to comply with applicable Govt of India and MEITY guidelines.

Response in this section is primarily expected to reflect the bidder's understanding of the domain and the technologies involved, overall scope of work including the scale and complexities. A representative set of technologies currently being used for the existing set of applications are listed below just for reference:

- Front End: Angular, React Native, Chart.js, D3.js
- Backend: Java, Springboot, Hibernate, Tomcat, nginx
- Database: Postgres, MySQL

2. **Proposed Execution Approach:** This should comprise of

- a. Details of bidder's proposed approach for delivering of development and implementation services outlined in the "Scope of Work" (Section 2) of the document. This approach should look at optimizing cost, time and quality aspects of the project, and should cover details on proposed execution plan, suggested team structure and staffing plan, processes, quality assurance plan, project management, monitoring and reporting, governance mechanism, approach for meeting the staffing requirements of the project. The bidder is expected to ramp-up a core team and a flexible team. Core team should comprise of a project manager, architect, technical lead and few developers. Flexible team shall be ramped up based on project needs.
- b. Details of bidder's proposed approach for delivering of maintenance and support services outlined in the "Scope of Work" (Section 2) of the document. It should include details on proposed support model including platforms, channels, staffing plan, approach for coordination with states, SLAs, penalties, continuous service improvement and cost optimization plan, and any other relevant details.

Staffing plan proposed by the bidder for the project should ensure appropriate mix of skill-sets and experience for delivering the services while taking into consideration the scale, complexities and dynamics involved. This section should also include few indicative profiles which are planned by the vendor for the key roles expected for the project.

3.2 Guidelines for RFP Commercial Response

3.2.1 Commercial Model

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Below are the details regarding the commercial model expected for the services to be provided by the selected Bidder across various categories of services:

Ser	Service Category	Commercial Model
1	Software Development Services	Time and Material
2	Platform Support Services	Time and Material
3	License or subscription fees, if applicable	Defined by Bidder
4	Any Other	Defined by Bidder

The payment terms are outlined in Section 6.1.

3.2.2 Format for Commercial Model

The bidder must use the format provided in Annexure-9 for sharing proposed commercials which is expected to be used for evaluation of the commercial bid.

4 Evaluation Criteria and Process

4.1 Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation will be undertaken by IITB. IITB may consider recommendations made by external experts/consultants and the MoHFW. The decision of IITB shall be final.

IITB will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

IITB may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

A Quality Cost Based System (QCBS) will be used to evaluate bids. The bids shall be evaluated in the following stages:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

Bidders who qualify in the Eligibility Criteria will be considered for Stage 2 evaluation. Of these, Bidders who meet the minimum qualifying score for the Technical Bid Evaluation will be considered for Stage 3. An overall QCBS score will be computed for Bidders who qualify for Stage 3, and the successful Bidder will be selected based on the ranking of QCBS scores.

4.2 Stage 1 – Evaluation of Eligibility Criteria

IIITB will evaluate the Bidders on each criterion separately and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria will only be considered as "Qualified under Stage 1" of evaluation and will be considered for evaluation under Stage 2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. IIITB, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.

Only those bidders who fulfil the criteria mentioned in the table below are eligible for technical evaluation. Offers received from the bidders who do not fulfil all of the following eligibility criteria are liable to be rejected.

Ser	Eligibility Criteria Requirements	Supporting documents required
1	The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 5 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation
3	The Bidder/Group Company/ Subsidiary/ Parental Company should be profitable in two out of last three financial years (2019-20, 2020-21, and 2021-22)	Audited Financial Statements for 2019-20, 2020-21, and 2021-22 (Or) Certificate from the chartered accountant
4	The Bidder/Group Company/ Subsidiary/ Parental Company should have a minimum turnover of INR 40 crores per annum in two of the last three financial years	Audited Financial Statements for the financial years 2019-20, 2020-21, and 2021-22 (Or) Certificate from the chartered accountant
5	The bidder should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP	Self-Declaration certified by authorized signatory of the bidder
6	The Bidder/Group Company/ Subsidiary/ Parental Company must have NASSCOM membership.	Copy of Membership certificate
7	The Solution is provided by the Bidder/Group Company/ Subsidiary/ Parental Company	Self-Declaration certified by authorized signatory of the bidder
8	The Bidder should have obtained ISO 9001 and ISO	Copies of the certificates

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	27001 certifications	
9	Bidder should provide an undertaking for providing adequate data and information security	Annexure 04 – Undertaking for Data and Information and Security
10	Bidder should be willing to deliver development and implementation services from Bangalore	Self-Declaration certified by authorized signatory of the bidder

Note:

- Bidders need to ensure compliance to all the eligibility criteria points
- The decision of the IIITB shall be final and binding in this regard
- The Bidders meeting the eligibility criteria will be shortlisted for the Phase 2 – Technical Proposal Evaluation

4.3 Stage 2 – Evaluation of Technical Bid

- This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section
- The evaluation methodology is further broken down into sub areas as under

Ser	Evaluation Criteria	Description	Maximum Marks	Minimum Passing Marks
1	Relevant Experience	Evaluation of credentials and case studies in India in terms of use cases, scale, complexity and volumes, client references	20	12
2	Completeness of Solution Proposed	Evaluation of proposed solution and services towards meeting the project requirements	15	9
3	Proposed Support Methodology	Evaluation of capabilities and proposed process, SLAs	20	12
4	Presentation of proposal and solution walkthrough IIITB	Presentation of proposal to IIITB to gauge their understanding of expectations and walkthrough and delivery of services	10	6
5	Quality Assurance Plan	Evaluation of proposed quality assurance process and approach in line with expected project outcomes	15	9
6	Staffing capabilities	Capability of the vendor to staff the project in general and the key roles (architect, leads) in particular	20	12

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	Total		100	
	Passing Mark	Minimum total marks to qualify for next stage	65	

Any critical non-compliance/deviations may lead to disqualification of the Bidder. The scores will be evaluated as whole numbers.

Only those Bidders achieving the minimum passing mark for EACH OF the individual evaluation activities from Sr. No. 1 to 6, AND a total score of at least 65 will be considered eligible for the Commercial evaluation process

Also, IITB may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

4.3.1 Relevant Experience

The bidder is required to provide details along with documentary evidence of its relevant past experience for the following:

- a) Providing Software Development and Platform Support Services or equivalent for clients in India – number of clients, team size
- b) Experience in the design, development, deployment and maintenance of software solutions for government entities
- c) Experience in building and deploying scalable platforms and solutions, and ensuring compliance to web security guidelines and certification requirements
- d) Experience in healthcare applications and in healthcare related standards and practices.
- e) Documented feedback (refer to Annexure 7) from its customers (past or present) highlighting active clients, clients with India-based operations, clients in public sector or in public health space

4.3.2 Completeness of Solution Proposed

Responses received in Technical Bid would be used for evaluating the Bidder on completeness of solution proposed. The proposed solution in the Technical Bid is expected to cover the points specified under section 2.1. The solution will be evaluated based on the following parameters:

- Bidder’s understanding of the project and appreciation of the associated requirements, challenges and KPIs
- Capability to meet functional and non-functional requirements of the initiative
- Best practices and value-add proposed for the solution
- Governance & Project Management Methodology towards optimizing the cost, time and quality aspects of the engagement

4.3.3 Proposed Support Methodology

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Responses received in the Technical Bid would be used for evaluating the bidder on the proposed Support methodology in accordance with the requirements outlined in Section 2 and the guidelines given in Section 3.1.

4.3.4 Presentation of proposal

IIITB will schedule the presentations and intimate the qualified bidders of the time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

Ser	Presentation Agenda	Details
1	Understanding of the Project and proposed Technical and approach	Detailed presentation covering project overview, solution scope, technical architecture, infrastructure, services, and staffing plan
2	Solution management and governance approach	Structure, governance processes, support methodology and SLAs as defined in the RFP
3	Proposed approach for Platform Support Services	Proposed support model covering support systems, channels, approach for coordination with states, SLAs, penalties, continuous service improvement and cost optimization plan
4	Key value propositions	Key differentiators/ value-add presented by the bidder
5	Relevant case studies	Relevant case studies with requirements similar to those in this RFP
6	Staffing approach	Specific plan for staffing of the project, proposed profiles for the key roles

4.3.5 Quality Assurance Plan

Bidder will be evaluated based on the proposed quality assurance plan proposed for the engagement aligned with the project priorities and the ecosystems, while taking into account the scale, dynamics and complexities of the initiative. Focus needs to be on customizing and aligning the bidder's organization process with the delivery model and services outlined for this engagement in a clear and effective manner.

4.3.6 Staffing capabilities

The Bidder will be evaluated on their capability and lead time in providing resources. IIITB would also interview the key resources of the shortlisted bidder before they confirmation of the awarding of the Project.

4.4 Stage 3 - Commercial Bid Evaluation

The bidders who qualify in the Technical Bid Evaluation shall be eligible for Phase-3 Commercial Bid Evaluation.

- Financial Bids will be evaluated based on Rate Card submitted by the Bidder, as per Annexure 9. The rate card (Annexure 9, Section A) will be used to calculate an indicative running manpower cost using

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the indicative role-mix in the table below:

Ser	Role	Indicative Headcount
1	Project Manager	1
2	Application Architect	1
3	Technology Lead	1
4	Programmer	3
5	Programmers - Level 3 Support	3
6	Jr Programmer/ Tester	2
7	Project Manager – Support	1
8	Roll-out Lead	1
9	Tech Support Engineer (shift-wise)	6

The role mix shown in the table above is indicative, actual staffing plan shall vary and will be decided based on work plan and priorities, deliverables and timelines, with a periodic baselining and review mechanism.

- The running manpower costs thus calculated will be extended over a 3-year duration to calculate the indicative total manpower cost. Any other costs (specified in Annexure 9, Section B) will be added to the manpower costs to arrive at the bid value.
- The Bid value of each Bidder will be converted to a Financial Score based on the ratio of their bid value to the lowest Bid value among qualified Bidders as follows:

$$\text{Financial Score} = (\text{Lowest Bid Value} / \text{Bid Value of Bidder}) * 100$$

- The total QCBS score for each Bid is calculated using a weightage of 70:30 for the Technical Score and Financial Score. Thus,

$$\text{Consolidated Bid Score} = \text{Technical Score} * 0.7 + \text{Financial Score} * 0.3$$

- The Bidder with the highest Consolidated Bid Score is selected and will be referred to as “Selected Bidder” and IITB will notify the same to the selected bidder. The Bidder shall use the format as Mentioned in Annexure-9: Commercial Bid Form. Commercial bid valuation shall be considered as below;

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in case of any kind of discrepancy:

- i. If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii. At the sole discretion and determination of IITB, IITB may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- iii. IITB may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- iv. All liability related to non-compliance of this minimum wages requirement and any other law will be the responsibility of the bidder.
- v. IITB shall not incur any liability to the affected bidder on account of such rejection.
- vi. The final decision on the successful bidder will be taken by IITB, in consultation with any other stakeholders as required. The implementation of the project will commence upon signing of a contract between IITB and the selected bidder based on the evaluation.
- vii. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, IITB reserves the right to award the contract to the next most eligible bidder based on the evaluation scores and commercial prices quoted.

5 Agreements and Agencies

The National Tele-MANAS initiative is expected to be an on-going initiative under the MOHFW, to be curtailed only due to force majeure or reasons like sub-optimal outcomes, merger with any of the other national initiatives, arising of any other unforeseen circumstances

The Quote given by Bidder should be valid for a period of three years. The initial contract is expected to be signed for 3 years with purchase order renewals on yearly basis renewed on yearly basis based on the service quality and satisfactory performance of the Bidder, besides any other factors like funds availability and approvals, guidance from government stakeholders and agencies.

The signing of agreements for services and commercials will be done between IITB and Bidder

6 Payments terms, Service Level Agreement and Penalties

6.1 Payment terms

The payments to the selected bidder will be made after 60 Days from the date of receipt of the invoice after adjusting for penalty (if any).

6.2 Service Level Agreements

The SLA parameters and penalty slabs for the services will be decided at the time of contracting. Penalties for non-compliance are detailed in section 8.20

7 Instructions to Bidder

7.1 Two Bid System

The RFP shall be in TWO parts – TECHNICAL BID [TB] & COMMERCIAL BID [CB]. Both the Bids must be submitted together in a single envelope super-scribing “Software Development and Platform Support”, but in two separate sealed covers, giving full particulars, addressed to EHRC Head (IIITB) and duly super scribed as follows:

- “Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022 – TECHNICAL BID”
- “Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022 – COMMERCIAL BID”

Two sealed envelopes containing hard copies of Eligibility Bid, Technical Bid and Commercial Bid along with Soft copies should be submitted in the following manner:

7.1.1 ENVELOPE - I (Technical Bid)

Technical Bid including Eligibility Bid

Technical Bid comprising of spirally bound hard copy of the Technical Bid in the format given in this RFP, along with 1 compact disk (CD) or USB pen drive containing the soft copy of Technical Bid.

Hard copy of Technical Bid including Eligibility Bid should be a complete document, bound as a volume and placed in a sealed envelope super-scribed Technical Bid for RFP No: Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022.

i. A separate sealed envelope should be prepared for EMD & tender processing fees should be marked as “EMD/Tender processing Fees”

The two envelopes (Technical Bid and EMD/Tender processing Fees) of Technical Bid should be placed in a single sealed envelope super-scribed: Technical Bid for RFP No: Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022.

ii. Soft copy of the response to the Technical Bids should also be provided in MS word. The softcopy is to be placed in Technical Bid in a CD or USB pen drive. In case of any discrepancies between the hardcopy and softcopy, IIITB will use the hardcopy submitted by the Bidder for the evaluation. THE TECHNICAL BID SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN THE COMMERCIAL BID COVER. A masked copy of Annexure 9-Commercial Bid Form should be a part of Technical Bid.

7.1.2 ENVELOPE - II (Commercial Bid)

Hard copy of commercial bid in the format given in this RFP

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Signed and stamped hard copy of the Commercial Bid should be placed in a sealed envelope super-scribed Commercial Bid for RFP No: Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022

i. A duly filled in Annexure 9-Commercial Bid Form should be a part of Commercial Bid. The soft copy is to be placed in a Commercial Bid Envelope (in CD or USB pen drive). In case of any discrepancy between the hardcopy and softcopy, IIITB will use the hardcopy submitted by the Bidder for the evaluation.

Note:

1. The Bid shall be typed in English and signed by the Bidder or a person duly authorized. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.
3. The documentary evidence asked for in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by IIITB from the bidder has to be submitted within the stipulated time.

7.2 EMD

EMD in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Scheduled Commercial banks in an acceptable form, favouring 'International Institute of Information Technology Bangalore' payable at Bangalore valid for nine months should be submitted as per format given in Annexure 10-Format for Bank guarantee. The instrument used for providing EMD should be renewed (if required) to maintain validity of nine months

Non-submission of EMD along with Technical-Bid document will disqualify the Bidder.

- i. EMD will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG) as per format given in Annexure 12-Performa for Performance Security.
- ii. For the bidders who do not qualify in this RFP, EMD will be returned to the respective bidder after the declaration of Successful bidders.
- iii. EMD submitted by bidder may be forfeited if:
 - a) Bidder backs out of bidding process after submitting the bids;
 - b) Bidder backs out after qualifying;
 - c) Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by IIITB after qualifying.
- iv. The Bidder needs to ensure the complete Bid (encompassing both Technical & Commercial) is valid for a period of 60 days post the date of submission of the Bids.

7.3 Content of the Bid

The documents in the bids will be submitted as below:

7.3.1 Eligibility Bid Documents

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The Bidders are requested to meticulously note the Eligibility Criteria & various other clauses mentioned in the RFP document. The following documents should be submitted in Envelope - I (Technical Bid). These documents shall be the basis for Eligibility Criteria by IITB.

Eligibility document should contain following:

- i. Confirmation of Eligibility Criteria as per Annexure-3
- ii. Documentary proofs for Eligibility Criteria
- iii. EMD
- iv. Tender Processing Fee

7.3.2 Technical Bid Documents

The following documents should be submitted in the Envelope - I (Technical Bid). These documents shall be the basis for technical evaluation by IITB.

1. Annexure 2: Cover Letter
2. Annexure 4: Undertaking for Data and Information Security
3. Annexure 5: Technical Bid Format
4. Annexure 6: Statement of no deviation
5. Annexure 7: Bidder's Past Experience
6. Proposed Technical Solution and Response addressing sections 2.1, 4.3.1, 4.3.2, 4.3.3, 4.3.4
7. Any other documents

All documentation is required to be in English.

The person(s) signing the Bid shall initial all pages of the Bid, except for unmodified printed literature.

NOTE: TECHNICAL BID MUST BE SUBMITTED IN AN ORGANISED AND NEAT MANNER. NO DOCUMENT, BROCHURE, ETC. SHOULD BE SUBMITTED IN LOOSE FORM. ALL THE PAGES SHOULD BE SERIALLY NUMBERED.

The Technical Bid shall be submitted in duplicate, inside the single ENVELOPE – I.

7.3.3 Commercial Bid Documents

The Commercial Bid shall be submitted in the format as specified in Annexure 9 –Commercial Bid Form. The Bidder is required to submit the following in the Commercial Bid.

1. Annexure 8: Commercial Compliance Statement
2. Annexure 9: Commercial Bid Form

The Commercial Bid Form must be filled in completely, without any error, erasure or alteration.

7.4 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and

returned unopened to the Bidder.

7.5 Opening of Bids

Bids received within the prescribed closing date and time will be opened in the presence of Bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP document. The Bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter as per Annexure 11 should be brought to IITB for verification.

The Bids shall be opened in 2 phases:

- In Phase 1, the Confirmation of Eligibility Criteria Bid and Technical Bid shall be opened as per the schedule given in the RFP in presence of the bidder(s) who choose to attend the meeting at a pre-specified date and time, and sign a register evidencing their attendance. However, the Technical Bid will be evaluated only for the bidders who satisfy all the Eligibility Criteria.
- In Phase 2, Commercial Bids of only Bidders who meet the Technical Evaluation cut-off shall be opened in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The Bidders' representatives who are present shall sign a register evidencing their attendance. IITB would notify the technically qualified bidders about the date and time of opening of the Commercial Bids.

The Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of the requisite EMD and such other details as IITB, at its discretion, may consider appropriate, will be announced at the Commercial Bid opening.

IITB reserves the right to take the services of any one or more external agencies for total evaluation of the proposal submitted by the Bidder. However, the final decisive parameters would be at the sole discretion of IITB and IITB is not liable to disclose either the criteria or the evaluation report/reasoning to the Bidder(s).

7.6 Proposal Modification

No additions or changes to any Bidder's proposal will be allowed after the deadline for Bidders to submit their proposals, unless such modification is specifically requested by IITB.

7.7 Clarification of Bids

During the Bid evaluation, IITB may, at its discretion, ask the Bidders for clarifications with respect to their Bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted. IITB has the right to disqualify the Bidder(s) whose clarifications are found not suitable for the requirement according to the Scope of Work.

7.8 Result Notification

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All Bidders will be communicated any decision made with respect to their RFP response as soon as practical. IITB will not be obliged to provide reasons for acceptance/ rejection of any response.

7.9 Cost of Responses

IITB will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the Bidder's sole risk, cost and expense.

7.10 Precedence of Documents

- i. If there is any discrepancy, the hard copy of the Bid document shall be treated as final in case of any discrepancy with the soft copy.
- ii. These terms and conditions will prevail over any further terms that the Bidder may include in its response or otherwise provide to IITB, and any such further terms will be of no force or effect.

7.11 No commitment to accept lowest or any Bid

IITB shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete. IITB reserves the right to make changes in the Terms and Conditions. IITB will be under no obligation to have discussions with any Bidder, and/or entertain any representation.

7.12 Non-Transferable RFP

This RFP document is not transferable.

7.13 Soft Copy of RFP Document

The soft copy of the RFP document is made available on IITB's website

7.14 Addenda

- i. IITB may issue an Addendum from time to time.
- ii. An Addendum may be issued to clarify the RFP or to effect modifications to the RFP. Each Addendum will be published on the IITB website and will form part of this RFP.
- iii. To the extent there is any inconsistency between an Addendum and this RFP, the Addendum will prevail and if between two or more Addenda, the last issued Addendum will prevail.

7.15 Pre Bid meeting

For clarification of doubts of the Bidders on issues related to this RFP, IITB intends to hold Pre-Bid Meeting

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as per schedule in the RFP.

For any clarification with respect to this RFP, the Bidder may send an email to ehrc-projects@iiitb.ac.in . The format to be used for seeking clarification is mentioned in Annexure 1 - Pre-Bid Query. It may be noted that all queries, clarifications, questions, etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the designated Email ID.

It may be noted that queries of any Bidder may not be entertained after the last date for submission of queries via Email. Only two authorized representatives of the Bidder's organization will be allowed to attend the meeting. IIITB may or may not respond to all the queries of the bidder.

7.16 Rejection of Bids

IIITB reserves the right to reject any or all the Bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by IIITB. However, the Tender processing fee will not be refunded.

7.17 Amendment to Contract

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

7.18 Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the Contract shall be served by fax or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

7.19 Notification of Award

Following evaluation, a Contract may be awarded to the Bidder whose Bid meets the requirements of this RFP and provides the best value to IIITB from both a Techno-Functional and Commercial point of view. IIITB reserves the right to award the Contract in whole or in part.

The acceptance of the Bid, subject to Contract, will be communicated by way of placing a notification of award in writing at the address supplied by the Bidder in the Bid document. Any change of address of the Bidder should therefore be notified promptly to the Deputy General Manager (IT) at the address given in this RFP.

The PBG should be submitted within 15 days from notification of award from IIITB. IIITB subsequently shall be issuing the Purchase Order.

7.20 Signing of Contract

The Successful Bidder shall be required to enter into a Contract with IIITB, within thirty (30) days of the

award of the work or within extended period, as may be specified by IIITB. This Contract shall be based on this RFP document, PO and such other terms and conditions as maybe determined by IIITB to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid. However, the terms and conditions of Purchase Order and RFP shall constitute a binding Contract till such a Contract is issued. IIITB reserves the right to award the contract in whole or in part.

8 Terms and Conditions

8.1 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, IIITB may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document, by amendment.

All such amendments will be published on www.iiitb.ac.in/tele-manas All such amendments will be binding on the bidders. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, IIITB may, at its discretion, extend the deadline for a reasonable period to be decided by IIITB for the submission of Bids. Details will be communicated and published on IIITB website page www.iiitb.ac.in/tele-manas

- i. IIITB also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. IIITB will inform the Bidder about changes, if any before the deadline of Bids submission.
- ii. IIITB may revise any part of the RFP, by providing an addendum/corrigendum to the Bidders at stage till Commercial Bids are opened. IIITB reserves the right to issue revisions to this RFP at any time before the deadline for Bids submission.
- iii. IIITB reserves the right to extend the dates for submission of responses to this document.
- iv. **Preliminary Scrutiny** – IIITB will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. IIITB may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and IIITB reserves the right for such waivers and IIITB's decision in the matter will be final.
- v. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, IIITB may, at its discretion, ask the Bidder for clarification of their offer. IIITB has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project RFP.
- vi. IIITB reserves the right to make any changes in the terms and conditions of purchase. IIITB will not be

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obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

vii. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product/service being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. IITB may treat the offers not adhering to these guidelines as unacceptable.

viii. **Right to Alter Quantities** – IITB reserves the right to alter the requirements specified in the RFP. IITB also reserves the right to delete or increase one or more items from the list of items specified in the RFP. IITB will inform the Bidders about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. Bidder agrees that the prices quoted for each line item & component is valid for period of Contract and can be used by IITB for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this Contract. During the Contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by IITB, in the event the market prices/rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of Commercial Bid. Any price benefit in the services/equipment should be passed onto IITB within the Contract period.

ix. The decision of IITB shall be final and binding in this regard. Deviations will be grounds for disqualification.

8.2 Consortium

Consortium is not allowed.

8.3 Conditional Bids

Conditional Bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of Bids.

8.4 Submission of Bids

The Bidders shall submit two separate sealed envelopes, one containing Technical Bid including Eligibility criteria and the other containing Commercial Bid. Envelopes shall be addressed to IITB at the address given; and bear the RFP Title " Software Development and Platform Support Services for National Tele-Mental Health Initiative, IITB/EHRC/2022/IT-01, 25-Oct-2022". Envelopes should indicate on the cover the name and address of the Bidder. A Bidder shall submit only one proposal.

8.5 Performance Security

Within 15 days after the receipt of notification of award of the Contract from IITB, the Bidder shall submit Performance Security as per format given in Annexure 12: Performa for Bank Guarantee, which shall be for an amount of **3% of Contract Value**. Performance Security may be furnished in the form Bank Guarantee from a Commercial bank.

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- i. Performance Security should remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- ii. EMD shall be refunded to the successful Bidder on receipt of Performance Security.

8.6 Pre-Bid Meeting

All queries/requests for clarification from Bidders must reach IITB by e-mail or in person as per the schedule of events mentioned in section 1.2. Format for the queries/clarification is provided in “Annexure 1-Pre- Bid Query”. No clarification or queries will be responded in any other format. IITB will respond to any request for clarification of the RFP document in the Pre- Bid meeting.

The representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same

Any modification to the Bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and/or corrigendum and not through the minutes of the pre-bid meeting.

8.7 Payment Schedule

Payment shall be done as per the Payment Terms mentioned in Section 6 of this RFP.

8.8 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

8.9 Delay in Bidder's Performance

Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his Performance security, imposition of liquidated damages, and/ or termination of the Contract for default.

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify IITB in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery/installation/implementation date. IITB shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery/installation/implementation, in which case the extension shall be ratified by the parties by amendment of the Contract. If the Bidder's request for delay in the implementation of the Solution and performance of services is not found acceptable to IITB, the above mentioned clause will be invoked.

8.10 Repeat Order

IITB at its discretion may place repeat orders or any other orders based on its business requirements during the tenure of the Contract.

8.11 Other RFP Requirements



Request for Proposal

- i. **Technical Inspection and Performance Evaluation** - IITB may choose to carry out a technical inspection/audit and performance of the solution.
- ii. The Bidder would permit IITB or any person/persons designated by IITB to observe the technical and performance evaluation/benchmarks carried out by the Bidder.
- iii. The Bidder will identify a representative as a single point of contact for IITB

8.12 Completeness of the Project

The Project will be deemed as incomplete if the desired objectives mentioned in Section 2–Detailed Scope of Work of this document are not achieved.

8.13 Canvassing / Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or Award of Contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

8.14 Indemnity

The Bidder's should indemnify IITB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws/Governmental requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and FTEs

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by IITB arising out of claims made by its customers and/or regulatory authorities.

8.15 Inspection of records

All Bidder records with respect to any matters covered by this RFP shall be made available to IITB or its designees at any time during normal business hours, as often as IITB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. IITB would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to IITB, which would be used by IITB. The cost of the audit will be borne by IITB. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for IITB shall also be subject to Regulator/IITB inspection.

8.16 Publicity

Any publicity related to this project by the Bidder in which the name of IITB, NIMHANS or government department or agency is to be used, should be done only with the ~~edit~~ written permission from IITB.

8.17 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Contract during the period of the Contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the Contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.18 Penalties on Non Compliance of SLA

IITB expects the Bidder to provide uninterrupted services to IITB. Inability of the Bidder to either ensure readiness of the services as per specifications within defined timelines or to meet the service levels as specified in RFP shall be treated as breach of Contract and would invoke the penalty clause.

8.19 Liquidated Damages

- i. If the deliverables are not acceptable to IITB as mentioned in this RFP and defects are not rectified to the satisfaction of IITB within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% of the Total Cost of the Services for every week or part thereof for the delay.
- ii. Any additional circumstances applicable for Bidder's liability for liquidated damages will be worked out during contracting phase.
- iii. The amount of liquidated damages under this Contract shall not exceed 3% of the Total value of the Contract as specified in Annexure 9-Commercial Bid Form. The Total Contract value in this context will include all the charges calculated for the agreement duration based on proposed rates in Annexure 9 – Commercial Bid Form.

8.20 Confidentiality

Request for Proposal

Bidder understands and agrees that all materials and information marked and identified by IITB as 'Confidential' are valuable assets of IITB/Government agencies/NIMHANS and are to be considered their proprietary information and property. Bidder will treat all confidential materials and information provided by IITB/Government Agencies/NIMHANS with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by IITB/Government Agencies/NIMHANS without IITB's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by IITB or developed by Bidder which is:

- i. possessed by Bidder prior to receipt from IITB, other than through prior disclosure by IITB, as documented by Bidder's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to IITB; or
- iv. Developed independently by the bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify IITB and allow IITB a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause IITB irreparable harm, may leave IITB with no adequate remedy at law and IITB is entitled to seek injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.

8.21 Force Majeure

i. Definition:

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to

Request for Proposal

prevent), confiscation or any other action by Government Agencies.

b. Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or FTEs or Employees, or
- Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

ii. **No Breach of Contract:**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

iii. **Measures to be taken:**

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by IITB, shall either:
 - demobilize; or
 - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.

Request for Proposal

- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 5.26.

8.22 Resolution of disputes

IIITB and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of IIITB and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If IIITB's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and IIITB respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and IIITB, IIITB and the Bidder have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the Contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator. The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

8.23 Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.24 Violation of terms

IIITB clarifies that IIITB shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies IIITB may have at law or in equity, including without limitation

a right for recovery of any amounts and related costs and a right for damages.

8.25 Termination for Default

IIITB may, without prejudice to any other remedy for breach of contract, by 60 calendar days' written notice of default sent to the SP, terminate the Contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution and services within the timeperiod(s) specified in the Contract, or any extension thereof granted by IIITB; or
- b) If the Bidder fails to perform any other obligation(s) under the Contract.

In the event of IIITB terminating the Contract in whole or in part, pursuant to above mentioned clause, IIITB may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to IIITB for any excess costs incurred for procurement of such similar goods or services. However, the bidder shall continue performance of the Contract to the extent not terminated.

8.26 Termination for Insolvency

IIITB may, at any time, terminate the Contract by giving 90 calendar days' written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IIITB.
- ii. The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the IIITB.

8.27 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to IIITB. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

8.28 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

8.29 Technological Advancements

The Bidder agrees to incorporate all changes relating to the platform features being offered, announced by

them from time to time keeping in view the advancement in technology, shortcomings of the platform and services made available to IIITB and undertake any changes or upgrades required during the implementation period for improving the overall efficiency of the TMCs and the initiative.

8.30 Governing Language

The Contract shall be written in the language of the Bid i.e. English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language. English Language version of the Contract shall govern its implementation.

8.31 Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Bangalore (with the exclusion of all other Courts).

8.32 Prices

The prices quoted (as mentioned in Annexure 9- Commercial Bid Form submitted by the Bidder) for the solution and services shall be firm throughout the period of the Contract and shall not be subject to any escalation.

8.33 Deduction

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this RFP.

8.34 Taxes and Duties

The prices quoted by the Bidder shall include all costs such as, taxes, levies, cess, excise, Octroi and custom duties, installation, commissioning, insurance if any, etc. as applicable in India, that need to be incurred. The Bidder has to quote the GST, Cess and any other applicable taxes in separate columns. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to IIITB.

8.35 No Claim Certificate

The bidder shall not be entitled to make any claim whatsoever against IIITB under or by virtue of or arising out of this Contract, nor shall IIITB entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of IIITB in such forms as shall be required by IIITB after all payments due to Bidder are made in full.

8.36 Rights reserved by IIITB

- i. IIITB reserves the right to accept or reject any or all Bids without assigning any reasons.

Request for Proposal

- ii. IITB reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, IITB will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by IITB and take any other action as may be deemed necessary.
- iii. IITB reserves the right to issue a fresh RFP at any time during the validity of the Contract period with the selected Bidder.

8.37 Subcontracting

Subcontracting of the work awarded to the selected Bidder in full or partial mode is not permitted under any circumstances.

8.38 Rejection of Bids

IITB reserves the right to reject any or all the Bids or scrap the bidding process at any stage till notification of award without assigning any reason. The Earnest Money Deposit in such event will be refunded by IITB. In case IITB scraps the bidding process, the RFP tender processing fees will also be refunded.

9 Annexures

Annexure 1: Pre Bid Query Format

If bidder, desiring to respond to RFP for Software Development and Platform Support Services for IITB, requires any clarifications on the points mentioned in the RFP, it may communicate with International Institute of Information Technology Bangalore using the following format.

All questions received before the last Date and time for submission of Pre- Bid Queries stipulated in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, IITB may at its discretion, answer all such queries in the Pre-bid meeting.

S. No.	Page No.	Section point No.	RFP Clause	Remarks



Request for Proposal

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



Request for Proposal

Annexure 2: Cover Letter

RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative,
IIITB/EHRC/2022/IT-01, 25-Oct-2022

Date:

To,
E-Health Research centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative,
IIITB/EHRC/2022/IT-01, 25-Oct-2022

Having examined the RFP documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Call Center services to IIITB as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial Bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We understand that the RFP floated by IIITB is a confidential document and we shall not disclose, reproduce, transmit or make it available to any other person.

We have read, understood and accepted the Terms/ Conditions/ Rules mentioned in the RFP.

Until a formal contract is prepared and executed, this RFP offer, together with IIITB's written acceptance thereof and IIITB's notification of award, shall constitute a binding contract between us.

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

We have never been barred/black-listed by any regulatory / Statutory Authority/PSU/Government undertaking in India.

We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We certify that we have provided all the information requested by IIITB in the format requested for. We also understand that IIITB has the exclusive right to reject this offer in case IIITB is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and IIITB reserves the right to reject the offer if anything is found incorrect.



Request for Proposal

Place:

Date:

Seal and signature of the bidder

Request for Proposal

Annexure 3: Confirmation of Eligibility Criteria

(On Bidder's Letter Head)

Date:

To,
E-Health Research centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Reference: RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022

Ser	Eligibility Criteria Requirements	Supporting documents required
1	The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 5 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation
3	The Bidder/Group Company/ Subsidiary/ Parental Company should be profitable in two out of last three financial years (2019-20, 2020-21, and 2021-22)	Audited Financial Statements for 2019-20, 2020-21, and 2021-22 (Or) Certificate from the chartered accountant
4	The Bidder/Group Company/ Subsidiary/ Parental Company should have a minimum turnover of Rs.40 crores per annum in two of the last three financial years	Audited Financial Statements for the financial years 2019-20, 2020-21, and 2021-22 (Or) Certificate from the chartered accountant
5	The bidder should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP	Self-Declaration certified by authorized signatory of the bidder
6	The Bidder/Group Company/ Subsidiary/ Parental Company must have NASSCOM Member.	Membership Number if any and copy of document

Request for Proposal

7	The Solution provided by the Bidder/Group Company/ Subsidiary/ Parental Company	Self-Declaration certified by authorized signatory of the bidder
8	The Bidder should have obtained ISO 9001 and ISO 27001 certifications	Copies of the certificates
9	Bidder should provide an undertaking for providing adequate data and information security	Annexure 04 – Undertaking for Data and Information and Security
10	Bidder should be willing to deliver development and implementation services from Bangalore	Self-Declaration certified by authorized signatory of the bidder

Note:

- a. Bidders need to ensure compliance to all the eligibility criteria points.
- b. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
 - The decision of the IIITB shall be final and binding in this regard. Deviations will be grounds for disqualification. Bidder who meets all these criteria would qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market. The decision of IIITB shall be final and binding on all

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



Request for Proposal

**Annexure 4: Undertaking for Data and Information Security
(On the Letterhead of the bidder)**

Strictly Private and Confidential

To,
E-Health Research Center
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative, IITB/EHRC/2022/IT-01, 25-Oct-2022

We acknowledge that during the course of Bid evaluation and subsequent signing of contract with the successful bidder against the Request for Proposal (RFP) floated for Software Development and Platform Support System to IITB, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a health, patient records, commercial, technical, scientific, operational, administrative, financial, marketing, business, physical data, digital data or intellectual property nature or otherwise), whether oral or written, relating to IITB and its business that is provided to us pursuant to this undertaking.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this undertaking) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and subsequently showcasing our capabilities to the evaluation committee and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by IITB.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - a. To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated:
 - b. To the extent that such disclosure is required by law;
 - c. To the extent that such disclosure is required by any rule or requirement of any regulatory



Request for Proposal

- authority with which we are bound to comply; and
 - d. To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
- a. For the purpose of a disclosure permitted by item 5 above; and
 - b. To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This undertaking shall not apply to Confidential Information that:
- a. Is in the public domain at the time it is acquired by us;
 - b. Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - c. Is already in our possession prior to its disclosure to us;
 - d. and is independently developed by us.
8. This undertaking shall continue perpetually unless and to the extent that you may release it in writing.

We warrant that we are acting as principal in this matter and not as FTE or broker for any person, company, or firm.

We acknowledge that no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

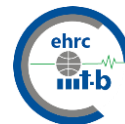
This undertaking shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Bangalore courts.

Yours sincerely

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature Place:



Request for Proposal

Date:

Seal and signature of the bidder

Request for Proposal

Annexure 5: Technical Bid format

Particulars to be provided by the bidder in the technical proposal

RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative,
IIITB/EHRC/2022/IT-01, 25-Oct-2022,

Ser	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address & Company website of the bidder	
5	Names and designations of the persons authorized to make commitments to IIITB	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	

Declaration:

- 1 We confirm that we will abide by all the Terms and Conditions contained in the RFP.
- 2 We hereby unconditionally accept that IIITB can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- 3 All the details mentioned by us are true and correct and if IIITB observes any misrepresentation of facts on any matter at any stage, IIITB has the absolute right to reject the proposal and disqualify us from the selection process.
- 4 We confirm that this response, for the purpose of short-listing, is valid for a period of 270 days, from the date of expiry of the last date for submission of response to RFP.
- 5 We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that IIITB will have the right to disqualify us in case of any such deviations.

Place:



Request for Proposal

Date:

Seal and Signature of the bidder



Request for Proposal

Annexure 6: Statement of No Deviation from RFP Terms and Conditions

Date:

To,
E-Health Research Center
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Reference: RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/EHRC/2022/IT-01, 25-Oct-2022

There are no deviations (null deviations) from the terms and Conditions of the RFP. All the terms and conditions of the RFP are acceptable to us.

Witness

Bidder

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Company

Company

Date

Date

Company Seal



Request for Proposal

Annexure 7: Bidder's Past Experience

Date:

To,
E-Health Research centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Reference: RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative, IITB/EHRC/2022/IT-01, 25-Oct-2022

Ser	Client's Name	Client Vertical	Scope of Work	Number of sites & size of team	Client Contact Details alongwith contactperson name, designation, phone number & email id	Remarks	Supporting Document attached (PO & Credential Letter etc.) Yes/No

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



Request for Proposal

Annexure 8: Commercial Compliance Certificate

Date:

To,
E-Health Research centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative, IITB/EHRC/2022/IT-01, 25-Oct-2022

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as a bidder as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 270 (Two hundred and seventy only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by IITB, any time before the expiry of this period.

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

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the Terms & Conditions mentioned in the RFP document. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

I / we agree that IITB reserves the right to renew the contract post completion of the 7-year period for additional two years at mutually agreed price.

Place:

Date:

Seal and Signature of the Bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure 9: Commercial Bid Form

A) Resource Rate Card:

Ser	Role	Job description	Hourly Rate (INR/hr)
1	Project Manager	<ol style="list-style-type: none"> 1. Understanding the assigned project requirements and expectations 2. Project planning and tracking, taking bottom-line responsibility towards meeting the timelines and quality thresholds for the scope of work assigned to the IT services vendor team 3. Ensuring right mix of team-members in terms of experience and skill-set in line with project requirements 4. Allocation of work among team members, tracking the progress on a day-to-day basis 5. Identifying any issues needing attention and resolving those, leveraging senior management of organization as appropriate 6. Publishing status report to IITB leadership team on a regular basis 	
2	Application Architect	<ol style="list-style-type: none"> 1. Understanding the overall technical architecture of the Tele-MANAS platform and its interfaces 2. Understanding the assigned project requirements and expectations 3. Taking bottom line responsibility for architecture and design related deliverables from the IT services vendor 4. Guiding the team Reviewing Leveraging all other technical roles of the programme towards execution of devised strategies with respect to technical architecture and design 5. Baselineing the technology stack to be used and the frameworks to be used as a part of the implementation 6. Outlining the design for the interfaces of Tele-MANAS needed for integration with ABDM, E-Manas, E-Sanjeevani and other systems 7. Reviewing and baselineing the design for key solution components to be created as a part of the platform across teams 8. Establishing best practices towards ease of maintenance and deployments, flexibility 	
3	Technology Lead	<ol style="list-style-type: none"> 1. Understanding the scope and requirements of modules, overall platform architecture, frameworks and guidelines defined for the project 2. Putting down detailed design for the modules and flows. Getting design reviewed by team's architect for critical components 3. Giving a design walkthrough to the team's developers 4. Overseeing development work and doing code review 5. Coming up with deployment scripts and new releases 6. Doing proof of concepts, trying new technology solutions, utilities etc. 	
4	Programmer	<ol style="list-style-type: none"> 1. Defining, developing, testing, analysing, and maintaining new applications in support of the achievement of business requirements. 2. Analysing, programming, testing, and debugging programs and applications along with ensuring implementation of guidelines 	

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		<p>w.r.t data privacy, data security and stability and continued availability of the software/hardware system</p> <ol style="list-style-type: none"> 3. Applying best practices and industry specific standards for implementing, testing and maintaining the application 4. Review and maintain documentation for development and testing of various layers (UI, functional, back-end) 5. Supporting and collaborating with various teams for the integration testing 6. Executing other tasks related to migration, enhancements and software/hardware upgrade 7. Guiding junior programmers and interns with their development and testing efforts 	
5	Programmers - Level 3 Support	<ol style="list-style-type: none"> 1. Doing root-cause analysis and providing bug fixes for the bugs reported by Level 1 and 2 support team 2. Doing enhancements based on feedbacks and inputs received from support team and users across the hub and facilities 3. Analysing other reported challenges, issues and platform usage details to identify potential platform enhancements and plan for those 4. Creating deployment scripts and health check monitors for facilitate more effective deployment and support 	
6	Jr Programmer/ Teste	<ol style="list-style-type: none"> 1. Understanding the requirements and technical design 2. Full-stack programming and app development while ensuring usage of frameworks and alignment with development and security guidelines are followed 3. Documentation, and detailed testing of various layers (System, Functional, Integration, Unit testing of User Interface, Middleware and Database) 4. Apply best practices for object-oriented concepts, modularity, and reusability 	
7	Project Manager – Support	<ol style="list-style-type: none"> 1. Establishing a 24X7 Support team for providing Level 1 and 2 support for the hub and facilities based on technical and other capabilities 2. Creation of induction kits and system appreciation documents towards effective enablement of the support team members 3. Establishing support infrastructure (connectivity, phone lines etc) and processes for Level 1 and 2 support (shifts rota, handshake, reporting etc) 4. Establishing Support SLAs and metrics based on project needs in line with industry standards 5. Monitoring team’s performance and platform issues closely towards taking corrective measures as needed 6. Identifying needs for automation of support and continuous improvement of support services and metrics 7. Escalating any issues requiring senior management attention 	
8	Roll-out Lead	<ol style="list-style-type: none"> 1. Planning, managing and performing the technical releases leveraging Level 3 support team members and in coordination with IITB coordinator for releases 2. Communicating with stakeholders and platform users to keep them apprised for releases 	

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		<ol style="list-style-type: none"> 3. Documenting release notes and known issues 4. Closely monitoring the platform performance subsequent to the releases to avert any impact on operations and usage 5. Documenting and reporting on issues observed during roll-out 6. Working with Level 3 support team for creating deployment scripts for smoother and more automated deployments 	
9	Tech Support Engineer (shift-wise)	<ol style="list-style-type: none"> 1. Providing Level 1 and Level 2 support based on the shift rotation plan towards ensuring smooth operations for teleconsultations and other provisions of Tele-MANAS platform, as per SLAs defined 2. Level 1 Support – receiving Help Desk calls, ticket creation, providing basic support and troubleshooting such as password resets, defined break/fix instructions, ticket routing and escalation to Level 2 and Level 3 support 3. Level 2 support – In-depth analysis of issues, troubleshooting, software installation, finding root-cause, fix minor code and configuration issues, database administration and report generation 4. Doing analysis and providing inputs towards continuous improvement of the support services and metrics 5. Providing inputs and suggestions for improvement of Tele-MANAS platform and its usage 	

Blank cells of the above table highlighted in green need to be filled in by the Bidder.

B) Any Other Cost

Ser	Cost Head (License fee, any other costs)	Cost Description	Total cost over 3 years (in INR)	Total cost over 3 years (in INR) (in words)
1				
2				
3				
4				
5				
6				

Blank cells of the above table highlighted in green need to be filled in by the Bidder. If no other costs are to be considered, then please specify “Not Applicable”



Request for Proposal

Annexure10: Format of Bank Guarantee

(To be Stamped in accordance with Stamp act)

Bank Guarantee No:

Date:

To,
E-Health Research centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: RFP No. Software Development and Platform Support Services for National Tele-Mental Health Initiative,
IIITB/EHRC/2022/IT-01, 25-Oct-2022

In accordance with your proposal reference no. _____ dated
_____ M/s _____ having its registered office at _____ herein after called 'bidder'
wish to participate in the said proposal for Software Development and Platform Support Services to
International Institute of Information Technology Bangalore having its premises at 26/C, Electronics City
Phase 1,
Hosur Road, Bengaluru, Karnataka – 560 100.

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against
Earnest Money Deposit amounting to Rupees _____ Rupees (inwords) _____ valid up to _____ is
required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable
to be forfeited on happening of any contingencies mentioned in the proposal document.

having its registered office at _____ has undertaken in pursuance of their offer to International
Institute of Information Technology, Bangalore (hereinafter called as the beneficiary) dated
_____ has expressed its intention to participate in the said proposal and in terms thereof has
approached us and requested us _____ Bank _____
_____ to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit amounting
to Rupees _____ valid up to _____.

We, the _____ Bank at _____ having our Head office at
_____ therefore, Guarantee and undertake to pay immediately on first written
demand by International Institute of Information Technology Bangalore, the amount of Rupees

Rupees _____



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_____ without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the proposal or any default in violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from (_____) on whose behalf guarantee is issued.

In witness whereof IIITB, through its authorized officer has set its hand stamped on this _____ Day of _____ 2016 at _____

Signed, sealed and delivered by Mr.

For and on behalf of the Guarantor to do so and to affix the seal of IIITB, in the presence of

Office Seal	(Authorized Signatory)
Place:	Name:
Date:	Designation:
Mobile No: Business Address:	



Request for Proposal

Annexure 11: Authorization Letter to Attend - Bid Opening

Date:

To,
E-Health Research centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: **RFP** No. Software Development and Platform Support Services for National Tele-Mental Health Initiative, IITB/EHRC/2022/IT-01, 25-Oct-2022

Mr./Ms. has been authorized to be represent the time of opening of above RFP due on..... at..... on my/our behalf.

Yours faithfully

Place:

Date:

Seal and Signature of the Bidder

Copy to: Mr./Ms..... for information and for production before the RFP

Opening Committee at the time of opening of Bids.



Request for Proposal

**Annexure 12: Performa for Performance Bank Guarantee
(To be stamped in accordance with stamp act)**

Reference No: _____

Date:

Bank Guarantee No: _____

To: _____

Against contract vide advance acceptance of the RFP No. Software Development and Platform Support Services for National Tele-Mental Health Initiative, IITB/EHRC/2022/IT-01, 25-Oct-2022 covering supply of _____(herein after called the said 'contract')entered into between International Institute of Information Technology Bangalore (herein after called the Purchaser) and____(herein after called the Vendor) this is to certify that at the request of theVendor, we____(Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees

_____ (write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of thesaid contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the Terms and Conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damagethat has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.

We_____ (Name of the Bank) further agree that the guaranteeherein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till_____ (viz. the date up to 12 months after the date of signing of thecontract between the Vendor and the Purchaser) herein after called the said date and that if any claim accrues or arises against us _____(Name of the Bank) byvirtue of this guarantee before the said date, the same shall be force able against us

_____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of anysuch claim has been given to us _____(Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we_(Name of the Bank), undertake not to revoke thisguarantee during its currency without the consent in writing of the Purchaser.



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We undertake to pay to the Purchaser any money so demanded not withstanding any dispute or disputes raised by the Vendor in any suitor proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contractor to extend the time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we,

(Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and/or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal	(Authorized Signatory)
Place:	Name:
Date:	Designation:
	Mobile No:
	Business Address:

Annexure 13: Grievance Redressal Policy IITB

1. INTRODUCTION

The purpose of this policy is to outline the processes the institution uses to manage and respond to Vendor grievances. IITB believes in the philosophy of an open-door policy in the matter of redressal of vendors' grievances. An aggrieved vendor can address his grievance under this policy.

2. POLICY STATEMENT AND SCOPE

All Vendors must be treated in a fair and transparent way to redressal of grievance. This policy is a broad guideline for the grievance redressal mechanism which shall be modified/updated time to time.

3. OBJECTIVES

The objective of the Grievance Redressal Procedure is to provide an easily accessible machinery for settlement of grievances and to adopt measures as would ensure expeditious settlement of grievances of the vendor leading to increased satisfaction and resulting in improved quality work with the organization.

4. PROCEDURE

Types of Grievance

4.1 Pre-award grievance - Occurs when a Vendor is informed prior to the contract award announcement. Matters related to the under noted subjects will not be considered as grievances under this policy

- a. Tender Specification terms and conditions
- b. Evaluation Criteria
- c. Tender Evaluation process

4.2 Post award grievance- Matters related with the statutory provisions/permission etc. will not be considered as grievances under this policy and all such issues previously communicated to grievance committee shall also not be considered.

5. TIMELINES

- Pre-award grievance - Must be submitted within 3 days from the date of issuance of RFQ/Tender.
- Post-award grievance - Work Order/Purchase Order or actual cause of grievance when arrived.

6. GRIEVANCE RESPONSE TEAM:

The member of the grievance Team shall be:

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- A member of EHRC, IIITB
- A member of Finance department of IIITB
- A member of the Administrative department of IIITB

7. GRIEVANCE RESOLUTION PROCESS

7.1 STAGE - I

A Member of EHRC, IIITB will receive and maintain the record of grievance and will forward the member of the concerned department for earlier resolution. The member should resolve the issues within 15 days from receipt of the grievance and intimate to the Grievance response team for onward submission to the vendor.

7.2 STAGE – II

If it is not resolved at the label of Stage-I/vendor is not satisfied with the reply of Stage-I committee, the vendor can raise a grievance to Stage-II committee within 3 days from the date of the communication.

Members of Stage-II Committee:

Chairman	Head, EHRC
Member 1	Dean(R&D)
Member 2	CAO
Member 3	CFO

The committee will examine and resolve the issue within 30 days from date of receipt of communication.

7.3 Appeal

In case the vendor is not satisfied with the resolution of grievance at Stage-II Level, the vendor may appeal to the Director, IIITB within 3 days from the date of communication of the committee of stage II decision.

The decision of the Director, IIITB will be communicated to the aggrieved vendor within a month of the receipt of his appeal and this decision shall be final and binding on the aggrieved vendor.

Annexure 14: RFP Background and Program Overview

9.14.1 Background

The National Tele Mental Health Programme was announced in the Union Budget 2022-23 with the objective “to better the access to quality mental health counselling and care services”. NIMHANS was identified as the nodal centre and International Institute of Information Technology-Bangalore (IIITB) is to provide technology support. This RFP is being issued by IIITB to solicit bids from competent vendors for IT services comprising development, implementation, maintenance and support services in context of the software solutions to be rolled out under this program.

9.14.2 Overview of Tele-MANAS Initiative

Tele MANAS is proposed to contain high availability and scalable ICT based infrastructure and platform for supporting 24x7 tele-mental health facilities across the States and UTs of the country. The platform shall facilitate doing teleconsultations based on the protocols centrally defined and administered by NIMHANS experts with in-built mechanisms for ensuring privacy and confidentiality of identity of callers, along with appropriate provisions for security of platform and data, high availability, compatibility with Ayushman Bharat Digital Mission framework, integration with the unique health id and the digital healthcare ecosystem. This platform will have a federated enterprise architecture towards facilitating the tele-mental health operations across the hub (NIMHANS) and spokes (facilities across states and union territories).

9.14.3 Overview of Tele-MANAS ICT Platform

Below are the primary technology components to be created and implemented as a part of the National Tele Mental Health (“Tele-MANAS”) platform. Details on the technical solution have been provided as a part of the RFD document.

1. Voice-based teleconsultation platform: to enable voice-based teleconsultation by using telephone and IVR based facilities to support multi-tiered hierarchy of teleconsultants.
2. Video-consultation platform: Integrating E-Sanjeevani with the Tele-Manas facilities and mental health professionals for providing video-based teleconsultations for mental health ailments.
3. Tele-Manas web and mobile app: to provision for availability of information and services related to Tele-Manas initiative in a digital format in an incremental manner. The web and mobile apps shall also be used by the central agency (NIMHANS) and facilities for collectively providing the services to the citizens
4. National E-Manas platform: Leveraging the Karnataka E-Manas platform to build a National E-Manas platform with provisions for recording of EHR data related to teleconsultations and integration with Ayushman Bharat Digital Mission framework
5. Governance and dashboard modules: governance and dashboard modules for monitoring, tracking and reporting of the overall Tele-MANAS program
6. Plug-ins for training modules: Providing plug-ins for facilitating access to training modules to be used for training and enablement of tele-consultants across facilities
7. Integration of Tele-Manas platform components with the Ayushman Bharat Digital Mission framework

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for enabling sharing of health records.

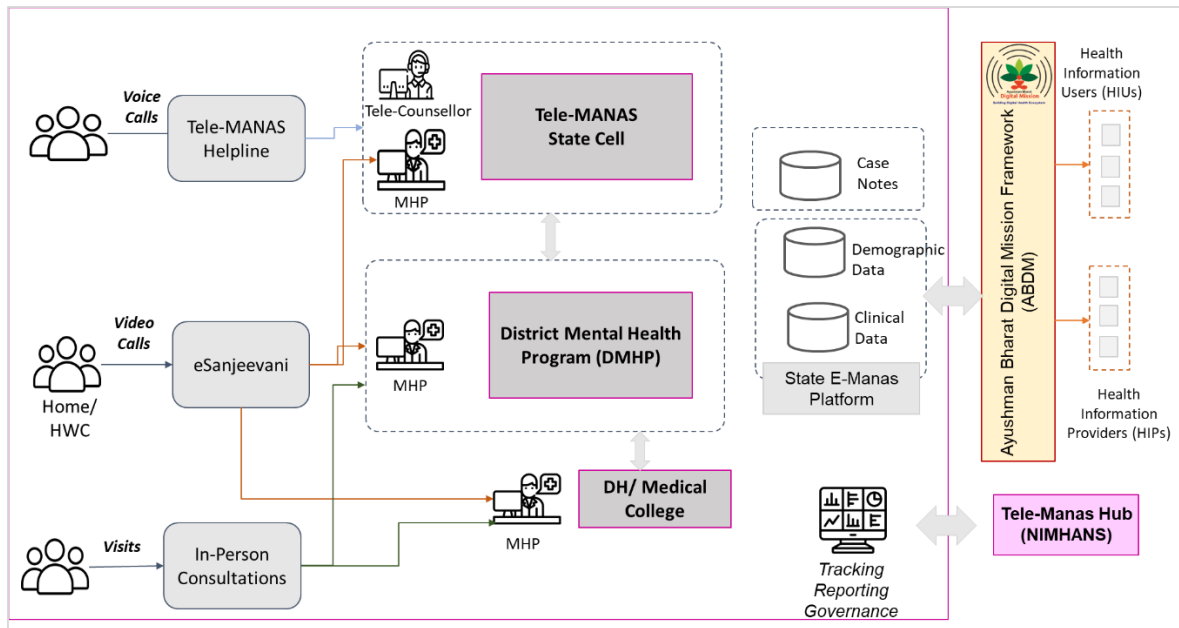


Fig 1: Representation of flows for voice and video based consultations

Representative set of technologies planned for the Web-applications and Mobile-applications are listed below:

1. Front End: Angular, React Native, Chart.js, D3.js
2. Backend: Java, Hibernate, Tomcat, nginx
3. Database: Postgres

Tele-Manas Program - Organizations and teams

The technology solution and platform outlined in the previous sections will be driven by the IIITB team, who will provide the overall technology leadership and supervision of service providers to be leveraged for software development, IVRS services and telecom services.

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- Tele-MANAS Platform Implementation and Roll-out
- National E-Manas Platform Implementation and Roll-out
- 24X7 Platform Maintenance and Support

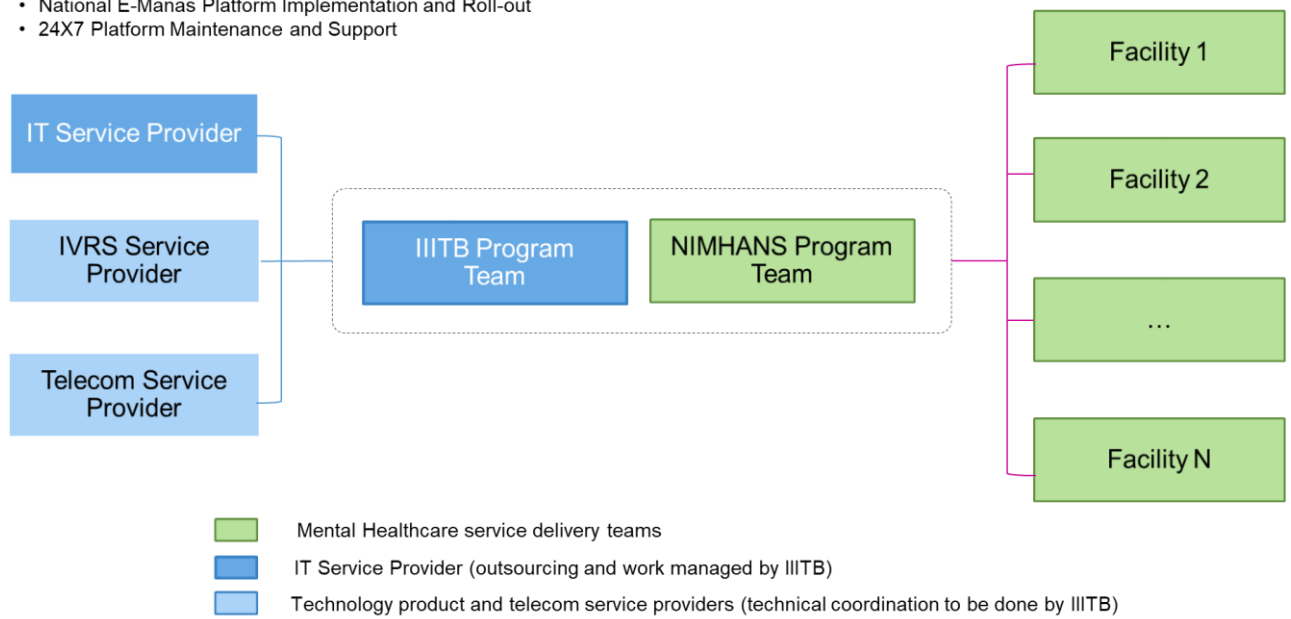


Fig 2: High Level Program Implementation Team Structure

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