



Eprocurement Tender No: NIMHANS/2020-21/IND648

03/09/2020

TENDER NOTIFICATION
(Through Karnataka e-procurement portal only)

The Director, NIMHANS invites tender from eligible tenderers through the Karnataka Government E-Procurement portal for **Software Development at Department of Psychiatry under QCBS (Quality-cum-Cost Based System)**.

Sl. No.	Name of the Project	EMD (in Rs)
1.	Software Development, Implementation & Post Implementation Support, Source Code of the developed/customized Software, Reports and Technical Documents relating to Patient care Management System.	1,00,000/-

Tender Schedule

Downloading of Tenderdocuments from website https://eproc.karnataka.gov.in	03/09/2020
Queries and clarification due date	10.09.2020 by 04:00 PM
Pre-Bid clarification should reach by email to psychiatry@nimhans.ac.in addressing to Dr. Pratima Murthy, HOD & Professor, Department of Psychiatry, NIMHANS and cc to aaos@nimhans.ac.in	11/09/2020 by 04.00 PM
Tender submission last date and time	28/09/2020 at 11.00 AM
Technical bid will be opened online by the authorized officer on	29/09/2020 at 11.00 AM
Total project period	2 years

Sd/-,
Director



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Details	Contact
All the queries should be received on or before 10.09.2020 by 4:00 PM and prebid clarification by 11/09/2020 by 4.00PM through email (mentioning the Tender No in the Subject line)	Enduser Department Dr. Pratima Murthy, HOD & Professor Department of Psychiatry, NIMHANS Ph-080-26995998/5250/5261 E-mail: psychiatry@nimhans.ac.in
Any general clarification regarding to the tender should be held before 10.09.2020 at 4:00 PM through mail.	Mr. D P Nagaraja Administrative Officer(S), Purchase section, NIMHANS Ph-080-26995023/5913/5780 Email : aaos@nimhans.ac.in

1 Request for Proposal

Sealed proposals are invited from eligible, reputed, qualified software application developers and implementers for Development, Implementation and Post Implementation Support of NIMHANS which will document the different clinical activities of Departments of Psychiatry. This invitation to bid is open to all bidders who meet the minimum eligibility criteria as mentioned in this TENDER Document.

2 Structure of the TENDER

This TENDER document for selection of vendor / agency for development and implementation of software for the department of Psychiatry at NIMHANS & Post Implementation Support for three (3) Years from the date of Go-live comprises of the following.

a) Instructions on the Bid process for the purpose of responding to this TENDER. This broadly covers:

- General instructions for bidding process.
- Bid evaluation process including the parameters for Pre-qualification, Technical Evaluation and Commercial Evaluation for determining bidder's suitability as the system integrator
- Commercial bid and other formats.

b) Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:

- About the project and its objectives.
- Scope of work



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- iii) Functional and Technical Requirements
- iv) Project Schedule
- v) Service levels for the implementation partner
- vi) Timeline of Project implementation

The bidders are expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder's suitability to become the Software Development & Implementation partner of NIMHANS for this project.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the TENDER documents. Failure to furnish all information required as mentioned in the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in one or more aspect will be at the bidder's risk and may result in rejection of the proposal.

3 Background Information

The National Institute of Mental Health and Neuro-sciences (NIMHANS) is a multidisciplinary institute for both patient care and academic pursuit in the field of mental health and neurosciences. NIMHANS was conferred a deemed university status by the University Grants Commission in 1994 and has been declared as an Institute of National Importance by an act of parliament in 2012. The vision of NIMHANS is "to be a world leader in the area of Mental Health and Neurosciences and evolve state-of-the-art approaches to patient care through translational research."

The objectives of the Institute, in line with the Act, have been provided below:

- to develop patterns of teaching in undergraduate and postgraduate medical education in all its branches with a focus on mental health, neurosciences and allied specialities so as to demonstrate a high standard of medical education;
- to bring together, as far as may be, in one place educational facilities of the highest order for the training of personnel in all important branches of health activity;
- to attain self-sufficiency in postgraduate medical education to meet the country's needs for specialists and medical teachers, particularly in the field of mental health, neurosciences and allied specialities.
- to evolve innovative strategies to offer diagnostic and comprehensive therapeutic service facilities in the field of mental health and neurosciences, utilising the advances in information technology.



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- to make an in-depth study and research in the field of mental health, neurosciences and allied specialities.

4 Instructions to the Bidders

4.1 General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution(s) needed to meet the requirements. Bidders and recipients of this TENDER may consult their own legal advisers with regard to this TENDER.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by NIMHANS on the basis of this TENDER.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the NIMHANS. Any notification of preferred bidder status by NIMHANS shall not give rise to any enforceable rights by the Bidder. NIMHANS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the NIMHANS.
- This TENDER supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals/ Completeness of Response

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.
- Failure to comply with the requirements set out in this TENDER may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this TENDER;
 - Follow the format of this TENDER and respond to each element in the order as set out in this TENDER
 - Comply with all requirements as set out within this TENDER.

4.3 Pre-Bid Clarifications

4.3.1 Pre-bid clarifications



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In view of the COVID situation, prebid meeting in the institute will not be possible, however the prospective bidders can send their queries / suggestions / required amendments to the above mentioned Mail IDs before the stipulated timeline to psychiatry@nimhans.ac.in and cc to aaos@nimhans.ac.in. Any requests for clarifications after the indicated date and time shall not be entertained by NIMHANS.

4.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- The enduser department/ purchase section of NIMHANS will endeavour to provide timely response to all queries. However, NIMHANS neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NIMHANS undertake to answer all the queries that have been posed by the bidders.
- At any time prior to the last date for receipt of bids, NIMHANS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.nimhans.ac.in and <https://eproc.karnataka.gov.in>
- Any such corrigendum shall be deemed to be incorporated into this TENDER.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, NIMHANS may, at its discretion, extend the last date for the receipt of Proposals.

4.4 Key Requirements of the Bid

4.4.1 Right to Terminate the Process

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

4.4.2 TENDER Document Fees

TENDER document can be downloaded from www.nimhans.ac.in and <https://eproc.karnataka.gov.in> The bidders are required to submit the document Fee of Rs 550/- to eprocurement portal.

4.4.3 Earnest Money Deposit (EMD)

- Bidders shall submit, along with their Bids, EMD of Rs 1,00,000/- (Rupees One Lakh) through NEFT/RTGS through online of Karnataka eprocurement portal.



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- b) EMD of all unsuccessful bidders would be refunded by NIMHANS within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i) If a bidder withdraws the bid during the period of bid validity.
 - ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.
 - iii) If bidder is found to have a record of poor performance such as having abandoned work, having been black listed, having inordinately delayed completion and having faced Commercial failures etc.
 - iv) The Bidder has been found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this TENDER
 - v) Proposal contains deviations (except when provided in conformity with the TENDER) conditional offers and partial offers.

4.4.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this TENDER in the following manner
 - i) Response to Pre-Qualification Criterion
 - ii) Technical Proposal
 - iii) Commercial Proposal
- b) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- d) All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.
- e) In case of any discrepancy observed by NIMHANS in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.



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4.4.5 Contents of the technical bid

The bidder should give details of the project methodology to be followed, technology architecture, project plan, resource plan, application support, operation management plan with team structure in technical bid document.

4.5 Preparation and Submission of Proposal

4.5.1 Proposal Preparation Costs

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

NIMHANS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.2 Language

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

4.5.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the TENDER, must be submitted to NIMHANS at the address specified in the online portal of Karnataka e-procurement.

4.5.4 Late Bids

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- NIMHANS shall not be responsible for any non-receipt/ non delivery of the documents through e-procurement. No further correspondence on the subject will be entertained. It is the responsibility of the bidder to ensure that its bid/proposal is received by NIMHANS within the prescribed timeline.
- NIMHANS reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.



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4.6 Evaluation Process

- NIMHANS will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders in QCBS format
- The Proposal Evaluation Committee constituted by NIMHANS shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- The decision of the Proposal Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

4.6.1 Tender Opening

The Proposals submitted bid will be opened on 29.09.2020 at 11:00 AM.

4.6.2 Tender Validity

The offer submitted by the bidders should be valid for minimum period of 120 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be for 12 months from the date of agreement.

4.6.3 Deviations

The Bidder may provide deviation to the contents of the TENDER document in the format prescribed format in this TENDER.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non-material deviation”. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.

The Bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores.

NIMHANS has the right to accept or reject any deviation(s) furnished by the bidder. The decision



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of NIMHANS in such case is final.

4.6.4 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
- i) are not submitted as specified in the TENDER document
 - ii) received without the Letter of Authorization (Power of Attorney)
 - iii) are found with suppression of details
 - iv) with incomplete information, subjective, conditional offers and partial offers submitted
 - v) submitted without the documents requested in the checklist.
 - vi) with lesser validity period
- b) All responsive Bids will be considered for further processing as below:

NIMHANS will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this TENDER document. The decision of the Committee will be final in this regard.

5 Criteria for Evaluation

Tenders for this contract will be assessed in accordance with QCBS (Quality-cum-Cost Based System) method. Based on the marks obtained in the Technical Evaluation Score (St) and Financial Score (Sf) of Price Bid, the Total Score will be calculated. Technical Score will carry a weight of 75% and Financial Score will carry a weight of 25%. The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as per the formulae: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 75%; P = 25%). $S = St \times T\% + Sf \times P\%$.

All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the TENDER Documents. In order to reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals on the basis of information provided by the bidder, taking into account the following factors:



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- Overall completeness and compliance with the requirement
- Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in TENDER documents
- Any other relevant factors, if any, listed in TENDER document or the NIMHANS deems necessary or prudent to take into consideration

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of eligible marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

5.1 Prequalification Criteria (General Bid)

Keeping in view the complexity & volume of the work involved, following criteria are prescribed as pre-qualification criteria for the Bidder interested in undertaking the project. Consortium is not allowed. Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

Sl.	Criteria	Proof
1	Legal Entity: The bidder should be a company registered in India under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India and operating for the last 10 years in business as of 31st March 2019, Individuals are not eligible to participate.	Copy of Certificate of Incorporation - Copy of GST Registration Certificate - Copy of PAN
2	The IT Company must be in the Software Development business for at least 3 years, and must own the offered Software Solutions, carrying out projects similar to the	<ul style="list-style-type: none"> ▪ Certificate of incorporation to be submitted. ▪ Declaration for the ownership for the offered Application Software Solutions on Stamp Paper duly notarized & Declaration of no third party/ third party software(s) involvement in the offered Application Software. Copies of Purchase



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Sl.	Criteria	Proof
	requirements indicated in the Scope of Work of this document, for at least 3 years i.e. since 2017-18 or earlier.	Orders/ Work Orders showing that the IT Company has carried out projects similar to the requirements of NIMHANS during last 3 years. <i>[It shall be NIMHANS's prerogative to decide whether the document produced is a valid evidence or not and to call for additional proof if required].</i>
3	The IT Company should have successfully carried out similar implementations of Solution offered in at least 3 institutions in the last 3 years (2017-18 to 2019-20). The combined value of these software implementation projects should be more than Rs 50 lakh.	Copy of Agreement/ Work Order/ Project Completion Certificate/ any other relevant document. It shall be NIMHANS's prerogative to decide whether the document produced is a valid evidence or not and to call for additional proof if required]. The term 'successfully carried out' means the IT Company should have implemented the project and maintained it for a Minimum period of one year after the Go-Live of the system.
4	The IT Company should have successfully carried out similar implementations of the On Premise/ Cloud-based System at 3 Organizations in the last 3 years (2017-18 to 2019-20).	Copy of Agreement/Work Order/ Project Completion Certificate/ any other relevant document. It shall be NIMHANS's prerogative to decide whether the document produced is a valid evidence or not and to call for additional proof if required. Note: The term 'successfully carried out' means the IT Company should have implemented the project and maintained it for a Minimum period of one year after the Go-Live of the system.
5	Cumulative turnover of the IT Company from sale/ deployment/ subscription of the Software system during the last 3 years (i.e. 2017-18, 2018-19 and 2019-20) should be at least Rs 75lakhs and are scored based on the points provided below.	Certified Copies of Audit Reports/Income Tax Returns/ any other relevant document. It shall be NIMHANS's prerogative to decide whether the document produced is a valid evidence or not and to call for additional proof if required.
6	The IT Company should NOT have been debarred or blacklisted by any government department/ agency in the past 3 (three) years (2017-18 to	The IT Company should give an undertaking for this.



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Sl.	Criteria	Proof
	2019-20) on account of fraudulent or corrupt practices or inefficient/ ineffective performance.	

5.2 Technical Evaluation Criteria

The Proposal evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, NIMHANS, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

Sl#	Evaluation Criterion	Max Score	Documents Required
a)	ORGANIZATION PROFILE	10	
i)	Cumulative turnover from IT/ITES in last 3 years(17-18 to 19-20) - ≥ One Crore: 10 Marks - >75 lakhs and less than one crore – 7 marks. - <75 lakhs – 3 Marks	10	
b)	RELEVANT STRENGTH	90	
i)	Experience in developing and implementing Psychiatry specific software application for 5 years	10	Copy of Work Order + Project Completion / Continuation/ UAT and Go-Live Certificate
ii)	At least 3 years of experience in (i) above in a large Academic Government Institute for Psychiatry clinical services/Hospital	15	Copy of Work Order + Project Completion / Continuation/ UAT and Go-Live Certificate
iii)	The capacity of the developed software application mentioned above should have catered to at least 10000 patients and at least 100000 visits as demonstrated by actual usage	10	Copy of Work Order + Project Completion / Continuation/ UAT and Go-Live Certificate
iv)	Developed software should have handled Out-patient, In-patient and after-care services in both clinician and patient format.	10	Copy of Work Order + Project Completion / Continuation/ UAT and Go-Live Certificate
v)	Successfully Customized applications for patient care / specialty clinics related to Psychiatry.	10	Copy of Work Order + Project Completion / Continuation/ UAT and Go-Live Certificate



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vi)	Successful Integration with any other Government /Private clinical software application	5	Copy of Work Order + Project Completion / Continuation/ UAT and Go-Live Certificate
vii)	Experience involving Mental Health Act and its implementation	5	Copy of Work Order + Project Completion / Continuation/ UAT and Go-Live Certificate
viii)	Proof of concept and demonstration based on functional requirements	25	
	<u>Total marks</u>	100	

Note:

1. Bidders should score more than 75 marks in the technical evaluation to be called for financial bid opening.
2. NIMHANS may evaluate by conducting interaction/interview with the proposed resources.
3. The proposed resources need to be deployed in this project. Any change in the resources shall be accepted during the implementation period as long as it is in conformity to the resource committed in the proposal.
4. Proposed resources should be available for any meeting or discussions required by the client.

All the bidders who secure a Technical Score of 75% or more will be declared as technically qualified

5.3 Financial bid Evaluation Criteria

The Financial bid of only those parties who qualify in the technical evaluation securing Technical Score of 75% or more declared as technically qualified shall be opened on after completion of technical evaluation.

6 Appointment of the vendor

6.1 Award Criteria

NIMHANS will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid(s) as per the process outlined above.



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6.2 Right to Accept Any Proposal & Reject Any / All Proposal(s)

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

6.3 Purchaser's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser (NIMHANS) reserves the right to:

- Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- Change any of the scheduled dates stated in this tender.
- Reject proposals that fail to meet the tender requirements.
- Exclude one or more of the module(s)
- Increase or decrease no. of resources to be supplied under this project.
- Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest of NIMHANS
- Make typographical correction or correct computational errors to proposal(s)
- Request bidders to clarify their proposal.

6.4 Notification of Award

Prior to the expiry of the validity period, NIMHANS will notify the successful bidder in writing or email (in shape of issuing Purchase order), that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NIMHANS may like to request the bidders to extend the validity period of the bid.

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

6.5 Contract Finalization and Award

NIMHANS shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.



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6.6 Signing of Contract

After NIMHANS notifies the successful bidder that its proposal has been accepted, NIMHANS shall issue purchase order and enter into a contract with the successful bidder taking into account the relevant clauses of TENDER, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

6.7 Performance Guarantee

- a) NIMHANS will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.
- b) PBG would be 10% of the cost of the Purchase order value for warranty period of 5 years.
- c) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.
- d) In case the selected bidder fails to submit performance guarantee within the time stipulated, NIMHANS at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.
- e) NIMHANS shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or NIMHANS incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.8 Failure to Agree with the Terms and Conditions of the TENDER

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event NIMHANS may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the NIMHANS shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

7 Scope of Work

As part of the scope of work the bidder will be responsible for carrying out the following tasks. Additionally, the proposed software should conform and adhere to the latest guidelines issued by the Ministry of Health and Family welfare, Govt of India regarding Electronic Medical / Health Records.



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Basic Requirement:

General Compliance	
1.	Shall be platform independent and Shall support Linux, Windows and Mac. It Shall support these platforms with or without virtualization.
2.	Shall Support open, scalable, Multi-tier architecture with each tier fully independent with support for clustering.
3.	Shall support multiple databases i.e. MS SQL and PostgreSQL, etc.,.
4.	Shall be able to be integrated in part or whole with current existing system having applications for similar or different purposes.
5.	Shall be available in a format with flexibility to utilise one or more components / modules in specific unit / department / speciality.
6.	Shall be able to restrict the viewing and editing whole or part of the application and associated document(s) in specialized cases and able to track the access.
7.	Application and the team developing application should have capacity to engage and hold multiple iterations in coordination with end-users to achieve desirable functionality
Cognitive features	
1.	Shall have support to provide recommendations based on proximity, cost, quality of services and other information, for the patient care including Artificial Intelligence and machine learning strategies.
2.	Shall have the support to provide recommendations to the user with respect to functions of coordinating the work adopting principles of artificial intelligence and machine learning.
3.	Shall be able to mine free text notes for key words and key phrases to help care managers and caseworkers quickly access information that is most relevant to their next interaction.
4.	Shall be able to update and add the list of key-words and concepts for one or more functions as per the requirement.
Administrative Module Requirements	
1.	The system shall support web-based administration module for the complete management of system.
2.	Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries.
3.	Shall allow to configure and update each function for different kind of clinical assessments and interventions (eg-screening, detailed work-up, follow-up, in-patient daily notes by different health personnel, surgery notes.



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4.	Shall allow to configure actions and alerts that need to be brought specific user's attention.
5.	Shall allow to create groups with any number of users for the configured specific set of functions, actions, type of notes, and alerts.
6.	Shall allow to configure units (day schedules) and assign users.
7.	Shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.
8.	Shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.
Search and Retrieval	
1.	Shall provide extensive search facility with multiple combinations to retrieve patient records.
2.	Shall support saving of search queries and search results in multiple formats including editable ones such as excel.
3.	Shall support search on profile information such as name, created, modified or accessed times, keywords, owner, user defined custom search criteria etc.
4.	Shall provide Easy search interface- allows users to search for documents and folders by simply typing search term in the Search box.
Reporting Features (Clinical and Research aspects)	
1.	Shall allow to generate reports on each activity / program and their status.
2.	Shall allow to generate report as text/table/ document as well as graph based.
3.	Shall allow to generate report both of the above in timeline series for single or group of patients based on user/ unit/department/speciality.
Reporting and Audit Trails Features (General aspects)	
1.	Shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports.
3.	Shall provide facility to generate Audit trails on separate actions, and between specific date/times
4.	Shall support extensive reporting facility at patient and department/unit level.
5.	Shall have audit trail to maintain history of all transactions performed on the system.
6.	Shall give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.
7.	Shall log all the actions done by individual users with username, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.



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Security & User Management	
1.	Shall support definition of Users, Groups and Roles relation in the system.
3.	Shall support multiple levels of access rights (Delete/ Edit/ View/ Print or Download).
4.	Shall support system privileges like Create/Delete Users or its records.
5.	Shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database.
6.	Shall have a facility to define password policy with extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.
7.	Shall provide AD/LDAP support for integrating with directory services and shall support single sign on
8.	Shall support Extensive Audit-trails at document, Folder and for highest levels for each action done by particular user with user name, date and time
9.	Shall support integration with database-based authentication.
Reminders and Alarms	
1.	Shall have the capability to set automatic reminders and alarms to concerned users.
Integration and Web Services	
1.	Shall be multi-tier, web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server with support for clustering.
2.	Shall be based on open standards and have API support for data import & export.
3.	Shall support integration based on standards such as XML and shall get integrated with the existing HIS software to map with the UHID.
4.	Shall provide fully functional APIs for Integration with e-hospital for demographic details, investigation/lab requests and reports, and Discharge Summary; The API's should enable extension of the front end, including development of mobile apps with functionality similar (or subsets of) proposed solution. Should preferably incorporate standards such as FHIR and should support REST API's with JSON
5.	Shall support message-based collaboration based on protocols such as HTTP, FTP and SMTP.
6.	Shall support integration with Email Servers.



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SPECIFIC REQUIREMENTS

Monitoring/ Coordinating work of team members	
1.	Shall allow to view a list of patients with their diagnosis and socio-demography details coming for a visit to specific unit/department/speciality on specific day/s; let that visit be for OPD/in-patient admission/ surgery/ neuroimaging or other investigations / procedures;
a)	the list to be available showing who has appointment today, who has appointment and also has registered for today's visit, who doesn't have appointment but has come today and has registered for today's visit.
b)	the list to be update on live basis
c)	the list to be available on time-period (time-slot) basis
2.	Shall allow to allot patient to specific time-period (time-slot) by default based on the time of registration, time of appointment given and number of patients already registered for that time-period; Shall allow to edit the default time-period allotted.
3.	Shall allow to assign the patient to one or more specific trainee/ residents/ other specific users based on available capacity for the user, patient's language, illness, reason of visit, any other factors.
4.	Shall allow to keep a track of movement of patient from one process of visit to other for that specific day/ specific set of treatment/ set of health professionals involved.
5.	Shall allow to track the progress in work carried out based on specific user as well.
6.	Shall allow to send reminder/alarm of different levels/ messages to specific user if work is delayed.
7.	Shall allow to identify what changes were made to clinical details, who made and when
8.	Shall allow to get alert for specific users for important tasks if carried out.
9.	Shall allow to indicate if any patient needs to be reviewed by users of senior designation of specific speciality/department.
Patient Specific- Case Management- Expansion beyond OPD and IPD	
1.	All the above mentioned specific requirements (In-patient and Out-patient) shall be expandable/ mergeable (already digitised aspects) to specialty clinics/ Unit services as per their requirements Geriatric Psychiatry, Centre of Addiction Medicine, OCD Clinic, Perinatal Psychiatry Clinic, Schizophrenia/ metabolic Clinic, Forensic Clinic and any future specialty clinic
2.	Should be extended to Emergency, Rehabilitation/ Day-care, and Community/ Out-reach/ Home-visits; all would be amalgamation of out-patient and in-patient based applications in different manner and may require offline entry of information with ability to be synced with main database.



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Patient specific Case Management System-OPD	
1.	Shall provide a system and web interface where all clinical documents, all investigations, all treatment modalities including pharmacological, surgical, psychological and others, all visits of a patient are available in various combinations of each other.
2.	Shall allow recording the details observed during the initial contact (screening) with a patient or able to incorporate the same from other application already in use.
4.	Shall allow to record the details of follow up visit of the patient or able to incorporate the same from other application already in use
5.	Shall allow to record the detailed evaluation and assessment of the patient done in a visit or able to incorporate the same from other application already in use.
6.	Shall allow to capture notes for the interventional or investigational surgery conducted with different set of fields as pre, during and post treatment.
7.	Shall allow to capture psychotherapy notes with different format based on different schools, different departments, different visits (intake, assessment, summary, regular); categorise to different level of details
8.	While recording clinical data whether it is detailed evaluation or follow-up visit, set of fields. Shall be allowed to be prepopulated from that of the last visit.
9.	Shall have provision of multi-level and multi-user editing and approval of the document
10.	Shall have provision of summarizing the details of visit in one pdf; flexibility of having more than one kind of summaries with presence of different numbers of fields with different levels of information.
11.	Family History: Representing the family history in a tree structure for three generations, managing the relations and attributes. Similarly creating graphical structure of longitudinal history of disorder/s, symptom/s and treatment/s.
12.	Shall allow to incorporate templates of various scales and testing instruments in digital format, configuration of scoring patterns, tabulating the scores, comparison of scores between the assessments, and printing of test/ scales reports.
13.	Shall allow to prescribe medications which can be printed as PDF with diagnosis and date of follow-up and other aspects of treatment plan, whose information would reach to hospital pharmacy if there is one or more of free medications; to be able to incorporate similar application if it is already in use.
14.	Shall have suggestibility for different components of prescription including pharmacological name based on the activity of the respective group of users rather than common pool of information; shall have the function for editing the suggestibility pool of information.
15.	Shall include Diagnosis Coding in ICD-10/11 and DSM-5 system, adding multiple diagnosis, categorization of diagnosis in to different groups for disorders other than Psychiatry Disorders shall has suggestibility for different diagnosis which are in excess of standards ICD/ DSM based disorders. This suggestibility should also be based on



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	the activity of respective group of users and should be editable at admin level
16.	Shall have function of highlighting set of information for various purposes eg- poor compliance, suicidal risk, any medical risk
17.	<u>Token Management and Waiting Room Queue Management:</u> Shall include generation of tokens, assigning the token attributes like proforma type, emergency level and time of token generation; features to assign the tokens based on the algorithms, reassignment of tokens based on the queue load, Movement of tokens between the queues, Common Queue management Token a Waiting room management to be run parallelly every day for different opd services
18.	Shall have the provision to generate the flow of token at the level of patient and individual OPD services on daily basis.
19.	<u>Appointment System- Inside Nimhans:</u> Shall allow to allot next appointment of the patient specific time-period automatically based on the time of registration for that day's visit; additional function for some users of rescheduling time-period of any patient if required; flexibility of selecting time-period by specific unit/department/speciality; appointments for different kinds of visits should have above said features. <u>Separate Appointment and segregation of database for Telephonic and Video Consultation</u>
20.	<u>Appointment System- Outside Nimhans (As part of tele-Psychiatry):</u> Patient should be able to take appointment for fresh case and registered case online such that 1) This appointment gets merged with appointment given by Doctors inside NIMHANS 2) Feasibility to upload information by the patient in specific format as desired by respective Adult Psychiatry or Specialty clinic 3) Feasibility to upload reports of Investigations by patient 4) All the upload documents retrievable by Doctor in next visit and merging seamlessly with proforma of the said visit.
20.	Referral Letters: Templates for referral letters, allocation of template based on the type of reference, View Letters (current and previous), to get the editable details of earlier referrals while writing the new referral; printable format available
21.	Ability to refer patients to other departments with option of seeking specific consultant/ specific unit; able to track the referral status and discussions made in that referral; able to link the referral function with the clinical availability of all consultants of each clinical department and usual unit schedule; ability of the unit to limit specific consultant related referrals.
22.	Ability to view all of the patients referred to the user's department and assign them to other users matching to the kind of referral, language and other aspects similar to the patients having direct visit.
23.	Provision for the clinical department to decide the extent its clinical notes of a said patient to be available to patient/ relative and users of other departments including the primary clinical department; ability to let it happen as a separate document or the part of main clinical assessment.



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24.	Shall have provision of association of some aspects of treatment based on the economy status' Managing the BPL parameters including the number, expiry date
Patient specific Case Management System-In-patient	
1.	All the requirements mentioned for OPD Shall be valid for in-patient except for the following aspects.
2.	Shall allow documentation of daily clinical notes in more than one formats (general, pre-round, round, pre-discharge, therapy, assessment etc) for in-patients which again would include history, examination, assessments and medications
3.	Shall allow to refer to other departments as within a different loop for in-patient set-up
4.	Able to enter the medications to be prescribed during in-patient stay, able to change it on daily basis if required, this information to be made available to the nursing who can check it after dispensing the medications and information about dispensing the medications. Shall be available to the treating doctor/ department; to be able to incorporate similar application if it is already in use
5.	Repository shall be format agnostic.

7.1 Non Functional Requirement

7.1.1 Training

- The prospective developer will provide training to the selected user per scheme/department
- The training materials (CBT) need to be provided by the Service Provider.
- Requisite training infrastructure like space, electricity, computers and projector with screen shall be provided by NIMHANS.
- NIMHANS will provide the training schedule & participants during UAT stage.

7.1.2 User Acceptance Test (UAT)

- After completion of development of Dashboard Portal, NIMHANS will conduct the technical reviews of the development work performed by the Service Provider as UAT.
- The Developer shall be responsible for:
 - Preparation and submission of Test Strategy, Test Cases and Test Results.
 - Demonstration of features and functionalities after deploying at NIMHANS.
 - Provide support to NIMHANS for conducting the testing and provide access of the systems.
 - Rectification in the new application of any issues / bugs (if any).

7.1.3 Go-Live



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7.1.3.1 Go-Live for Specific Function

- After incorporation of the suggestion received during UAT and operationalization of function with data received from end-user department will be declared as Go-Live.
- Post Implementation Support will start after the go-live of the Software application.
- The developer shall provide final & updated system documents after go-live of the application.

7.1.3.2 Go-Live for rest of the Functions of Software Application

After incorporation of the suggestion received during UAT during each function enrolment, integrating with the developed Software Application with data received from the end-user department will be declared as Go-Live for scheme.

7.1.4 Integration Facility

The proposed solution will be able to connect with

- Multiple data sources such as MSSQL, MYSQL, Any Web Services, Web Links and Excel spreadsheets, etc.
- Various source level data across multiple databases and transaction types

7.1.5 Hosting

The application will be hosted at NIMHANS. The necessary infrastructure along with server hardware will be provided by NIMHANS. **Bidders need to propose the suitable infrastructure sizing along with their technical response document.** During execution, the bidder needs to supply required system software other than Operating System and will coordinate and support the data center officials for deployment and commissioning of the solution.

7.1.6 Security Audit

The developer should carry out following activities relating to Security Audit of Software Application.

- Coordination with the Cert-in empaneled firm for security audit and obtain the safe-to- host certification.
- Rectification of issues/ bugs suggested by auditor.
- Removal of vulnerabilities/security threats identified by auditor
- Submit the report/testing documents including details of defects/bugs/errors found and corrective actions taken.
- Bidder should carryout security audit before go-live of application and also periodic audit & certification once in 6 months /as and when it is required as per the NIMHANS IT policy.



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7.1.7 SSL Certification

The service provider shall carry out SSL certification so that the dashboard/portal will have the following functionalities.

- a) Secure connection between Client and Server through Secure protocols HTTPS
- b) Encryption of Data during transmission from server to browser and vice versa
- c) Encryption key assigned to it by Certification Authority (CA) in form of a Certificate.
- d) SSL Security in the application server and should have EV-Green bar functionality

7.2 Post Implementation Support

7.2.1 Application Maintenance

- a) Monitor the Software Application on a day-to-day basis to ensure that it functions reliably
- b) Fixing of bugs & error as and when required in the developed application
- c) Ensure the desired functioning of the Interface / integration
- d) The defects will be covered which occurs due to development error(s)
- e) Application optimisation.
- f) Quality audit compliance (if applicable)

7.2.2 System Support

- a) Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other Servers on an ongoing basis to ensure smooth functioning of the applications.
- b) Perform Database Log Analysis
- c) Database Log Management
- d) Database Back-up Management
- e) Database tuning
- f) Regular assessment of the vulnerabilities, threats and risks in the application
- g) Installing the updates in the operating system to make it more immune against any attack.

7.2.3 Application Support

- a) Enhancement / modifications with respect to enhanced / enriched functionality
- b) Application installation and testing whenever required



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Note : Bidder has to deploy the team with adequate manpower having expertise in database and application management & support for operation and management of entire application for a period of 3 years after successful sign off to carry out the above activities (i.e Application maintenance, System Support and Application Support).

7.2.4 Operation Support

The developer will ensure the operational unit that will be dedicated for this software application responsible for providing the following support.

- Ensure the accuracy and timeliness of data uploaded as received.
- Submit a document on the performance of the developed software application on a quarterly basis
- Provide handholding support to end users in carrying out the business process transactions within NIMHANS.
- Present relevant information and impart training as applicable at a central location in NIMHANS.

7.2.5 Period of Post Implementation Support

The period of post implementation support will be 36 months from the date of Go-live of the application. However, NIMHANS reserves right to extend the maintenance contract.

7.3 General

7.3.1 Adherence to Standards

The selected bidder should ensure that the system complies with relevant defined industry standards (their latest versions as on date) wherever applicable including the standards / guidelines set out by Government of India. This will apply to all the aspects of solution including but not limited to its design, development, security, installation, and testing. The suggested architecture must be scalable and flexible for expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution may be linked and connected to other sources (websites, contents, portals, systems of other user departments etc.) as well as there may be loose/tight integration with backend system of other departments depending on individual service processes. The solution architecture should thus have provision to cater to the evolving requirements of the Department.

A reference list of the minimum industry standards which the system components should adhere to is mentioned below:



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i.	Workflow design	WFMC, BPEL & BPMN 2.0 or higher Standards
ii.	Document Management System	CMIS, WebDAV, ODMA
iii.	Records Management System	DoD 5015.02, ISO 15489, VERS
iv.	Information Access / Transfer Protocols	SOAP, REST, HTTP/HTTPS
v.	Interoperability	Web Services, Open Standards
vi.	Portal Development	W3C Specifications
vii.	Digital Signature	RSA Standards
viii.	Document encryption	PKCS specification
ix.	Information Security	HIPAA Compliance.
x.	Application	Open Standard
xi.	Service Management	ISO 20000 specifications or latest
xii.	Project Documentation	IEEE/ISO Specifications for documentation
xiii.	Data Standards	All-important data entities should be in line with standards published by DeITY and also should conform and adhere to the latest guidelines issued by the Ministry of Health and Family welfare, Govt of India regarding Electronic Medical Records. These can be accessed at http://egovstandards.gov.in .

7.3.2 Security, Integrity and confidentiality

- Web Services Security:** SI should ensure that all the Web services including routing, management, publication, and discovery should be carried out in a secure manner. Those who are using the Web services should be able to utilize security services such as authentication, authorization, encryption and auditing. Encryption of data shall take place at client level itself. Application server shall provide SSL security.
- Data Integrity and Confidentiality:** Data integrity techniques need to be deployed to ensure that information has not been altered, or modified during transmission without detection. Similarly, Data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.
- Transactions and Communications:** With respect to the Data Transactions and Communications, SI needs to ensure that the business process are done properly and the flow of operations are executed in correct manner.
- Non Repudiation Security:** The application shall have the Non-repudiation security services to protect a party to a transaction against false denial of the occurrence of that transaction by another party. End-to-End Integrity and Confidentiality of Messages The integrity and confidentiality of messages must be ensured even in the presence of intermediaries.
- Data Integrity and Database Controls:** SI needs to make sure that the design ensures the data



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integrity controls Atomicity, Consistency, Isolation, and Durability. The database controls for online Transaction processing systems like Access to database directly, Access to database through application, Access to log files, Access by the remote terminals, DBA Controls, Backup policy and backup procedures.

7.3.3 Change Request

- a) Any requirement beyond the scope of work mentioned above (specifically other than what was already documented before the start of software development) will be treated as Change Request. The activities that will be treated as changes request is mentioned below:
- Functional changes in the application
 - Development of new module/sub-module/Form/Report in the developed system
 - Changes in the workflow or core application framework
 - Integration with any new system
 - Additional Schemes other than the bundled schemes in the Core Application Framework
 - Additional resources in the Project Strategic Unit
- b) The procedure for executing the change request is as follows:
- Analysis: developer will analyse the changes suggested and submit an effort estimation including timeline to NIMHANS. The effort estimation will be done as per the Function Point Analysis.
 - Approval: NIMHANS shall do the due diligence and provide approval on the effort and timeline suggested
 - Incorporation: After receiving the approval from NIMHANS team will incorporate the changes in the application.

7.3.4 Exit Plan

- a) The Software Developer will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to NIMHANS technical team.
- b) The Software Developer will hand over the hard copy of the following deliverables to NIMHANS.
- Final Business Requirement Document
 - Software design documents
 - Updated application User Manual
 - Source code of the customized solution
- c) All knowledge transfer should be documented and possibly recorded
- d) NIMHANS will form a core group of technical resources who can take entire control over the



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project after the exit of the developer.

- e) In case of NIMHANS will unable to form the core group on time or fails to maintain the software application independently without the support of the developer, the post implementation support may be extended for a specific period on a pro-rata basis

7.3.5 Payment Terms

- 30% of the project cost paid at the time of awarding the contract (after submission of PBG and starting of the work).
- 30% -- after completion of 50% of the project.
- 40% -- after successful signoff of the project (complete Go-live) and after satisfactory design, development, implementation, installation and go-live tested confirmation from enduser and IT cell with all *Security Audit and SSL Certificate installation*.

7.4 Project Documentation/Deliverables

The system integrator will share below list of documents to NIMHANS during the project contract period.

- a) Latest version of Source Code (of the customizable solution excluding any OEM Solution)
- b) System Requirement Study / Business Requirement Documents
- c) High Level Design (HLD) documents (including but not limited to)
 - i) Application architecture documents and API documentation
 - ii) ER diagrams and other data modelling documents
 - iii) Logical and physical database design
 - iv) Data dictionary and data definitions
 - v) Application component design including component deployment views, control flows, etc.
- d) Low Level Design (LLD) documents (including but not limited to)
 - i) Application flows and logic
 - ii) GUI design (screen design, navigation, etc)
- e) Test Plans and Reports
- f) Requirements Traceability Matrix.
- g) Issue Logs



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7.5 Penalty Clause:

- a) In case there is a delay with respect to the given timeline or non-satisfactory performance of the service provider, the authority reserves right to take action against the Developer as deemed proper (such as cancellation of order, increase of penalty percentage etc).
- b) Penalty will not be applicable if the delay is not attributable to the Developer.
- c) Maximum penalty capping is 10% of the respective item/software.

7.5.1 Service Level Change Controls

- a) General
 - i) It is acknowledged that this Service levels may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
 - ii) A process for negotiating changes to the Service Levels
 - iii) An issue management process for documenting and resolving particularly difficult issues.
- b) Purchaser and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- c) Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change.
- d) Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues will also be addressed. The bidder's representative will maintain and distribute current copies of the Service Level document as directed by Purchaser. Additional copies of the current Service Levels will be available at all times to authorized parties.
- e) Version Control: All negotiated changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

Sd/-
Director



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7.5.2 Proposed Work Plan

Sl#	Activity ¹	Weeks							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									
t)									
u)									
v)									
w)									
x)									
y)									
z)									

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each.



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2. Duration of activities shall be indicated in the form of a bar chart.

GENERAL CONDITIONS OF CONTRACT

1. The bid documents for the above items should be **addressed to “The Director, National Institute of Mental Health & Neuro Sciences, Post Box No. 2900, Hosur Road, Bengaluru – 560 029, Karnataka, India”** and should be uploaded in E Procurement portal only on or before the **due date**.
2. The tender bid should be valid for **120 days** from the due date. **NIMHANS, Bengaluru will not take any responsibility for any technical issues.**
3. *Earnest Money Deposit (EMD):*
 - a. The (EMD) shall be denominated in Indian Rupees and should be paid in the e-procurement portal as per the facility provided.
 - b. The EMD shall not bear any interest and will be refunded to
 - i. successful tenderer on receipt of Agreement and Bank Guarantee.
 - ii. unsuccessful tenderer upon finalization of tender bid and award of tender to successful bidder.
 - iii. All the tenderers if the tendered item is cancelled or retendered.
4. The tender documents and all correspondence's relating to the bid should be in **English language only**.
5. **Technical bid should comprise of (uploaded copy of documents should be self-attested, stamped and better quality – preferably .pdf format) -**
6. **Financial Bid should comprise of-**

- a. **Quotation should be inclusive of all charges towards design, Implementation, installation and successful go-live of the Functional Requirement of Software for Patient care Management System as per scope of work.** Detailed breakup of the cost should be provided under icon “Action column” by clicking the % symbol which will be mentioned as Added statutory components. **In eprocurement portal under financial bid 1 unit equals to 1 set, means complete cost of the project should be quoted.**

Note: No extra amount will be paid for any enhancement, design, implementation for the present project during the 3 year after successful signoff. Any suggestion or clarification that are not included in the scope of work and which will be impact on the financial quote are to bring out in the pre-Bid meeting, **L1 cost is decided based on the Development cost + maintainence cost for 3 years.**

- b. The tenderer should also provide the quote for regular servicing/maintenance duly mentioning the number of visits per annum for the AMC & CMC period after the first three years from the



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time of successful sign off, (CAMC will start from 3rd, 4th and 5th year)

- c. If the tenderer is quoting in Indian Rupees (INR) for items NOT MANUFACTURING IN INDIA (NMIC), the CUSTOM DUTY EXEMPTION CERTIFICATE WILL NOT BE ISSUED BY THE INSTITUTE. The Rate quoted should be inclusive of Custom duty & other incidental charges.
7. The tender bids (technical and price bid) should be typewritten; every correction in the tender should be initialed along with seal by the tenderer, failing which the tender will be rejected. All pages of the bid submitted must be signed along with seal and sequentially numbered by the tenderer.

8. Evaluation of Bids:-

The technical bid of the tenderer will be evaluated to determine whether

- They are complete with respect to specifications.
- They are free from computational errors.
- The requisite documents have been submitted and properly signed.

9. Tender Opening:

- The Technical bids will be unlocked through E procurement portal in the Committee Room, Adjacent to Registrar Chamber, NIMHANS, Bengaluru on the date specified.
- The Financial bid of the technically qualified tenderer/s only will be opened on a notified date.

10. The development of software should be covered with **minimum warranty period of 3 years (starts after successful sign off date), without any additional charges for the upgrading/enhancement/modification to the present development of software as per the end-user requirement during the warranty clause. Warranty starts after complete implementation of the entire proposed software application and successful signoff.**

11. Software Updates:

The selected firm for the supply of tendered item should provide free updates of software up to 3 years from the date of complete installation.

12. A tenderer having once given a tender bid shall not withdraw it after its acceptance/opening and if does, the EMD paid by the tenderer will be forfeited and the tenderer is liable to make good the loss sustained.
13. Necessary training / instructions on operation of the system should be given by the qualified personnel of the tenderer firm to NIMHANS technical staff/s at free of cost after completion of the installation.
14. The successful tenderer should immediately submit an acceptance letter duly signed and sealed for the rate/s and offers agreed by both the parties to the Head of the Institution within reasonable time on receipt of the Purchase Order (Agreement Specimen will be enclosed with Purchase order & Stamp duty to be paid by the tenderer). The successful tenderer should also furnish a Bank guarantee only from a Nationalized bank to the extent of 10% of the total



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purchase order value, valid for 60 days beyond the completion of the warranty period of the equipment, no split period bank guarantee will be entertained.

In the event of the successful tenderer failed to supply the item/execute the agreement/submit the Bank Guarantee the EMD deposited by them shall stands forfeited.

15. Payment terms:

- 30% of the project cost paid at the time of awarding the contract (after submission of PBG).
- 30% -- after completion of 50% of the project.
- 40% -- after successful signoff of the project (complete Go-live) and after satisfactory design, development, implementation, installation and go-live tested confirmation from enduser and IT cell with all *Security Audit and SSL Certificate installation*.

16. Uptime Guarantee:

Penalty Clause for non-functioning of equipment in term of hardship to the patients and financial loss to institute: 95% up time of 365 days (24 hours a day) that is from the day of successful handing over of the whole complex. The company takes the responsibility for the functioning of all the components and equipment, including the third-party items supplied and included in the project. The total downtime annually for any reason/involvement of any of the components cannot exceed 5% (all inclusive). Subsequently if downtime exceeds 5% of 365 days, 1% of PO Value will be levied as penalty for every 24 hours of downtime until 7 days from the day of breakdown. If downtime exceeds 7 days, the penalty will be 2% of PO Value from the date on which the equipment broke down beyond 5% permissible downtime. In addition to this, warranty period will be extended at double the rate of the downtime period.

If, at any time, during the said period, the supplier reduce the said prices of such Software/Materials/Equipment or sales such Software/Materials/Equipment to any other person/organization/ Institution at a price lower than the chargeable, the company shall forthwith notify such reduction or sale to the Director, NIMHANS and the price payable for the Materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

17. The losses to NIMHANS, Bengaluru, if any incurred-on account of purchase made elsewhere by failure, neglect or refusal on the part of the tenderer to supply according to the terms of agreement will be recovered from them. If any article or things supplied by the tenderer have been partially or wholly used or consumed in the hospital and they are subsequently found to be in bad condition, unsound, inferior in quality or description, not in accordance with samples or otherwise faulty or unit for use, the wholesome of the contract price or price of such articles or things will be recovered from the tenderer. The tenderer will not be entitled for any payment whatsoever, for such articles for infringements of the stipulation of the conditions or for justifiable reasons the contract may be



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terminated by the Director and the tenderer shall be liable for losses sustained by the NIMHANS on the consequences of the termination which may be recovered from the EMD/Bank Guarantee or from their invoices due to them. In the event of such amount being insufficient, the balance will be recovered personally from the tenderer.

18. Any corrections/changes in the tender will be uploaded as corrigendum in the NIMHANS and E procurement websites only.

19. If the tender last/opening date falls on any general/government/institute holiday(s), then the successive dates will be postponed by equivalent days of holiday(s), however the time remains unchanged.

20. Force Majeure:

a. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Solution Provider shall keep records of the circumstances referred to above and bring these to the notice of NIMHANS in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Solution Provider, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Solution Provider to complete the job within such extended period of time. If a Solution Provider is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

b. In the event the Force Majeure substantially prevents, hinders or delays a Solution Provider's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Solution Provider may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Solution Provider to resume normal services within a period of seven (7) days. In the event that the Solution Provider is not able to resume services within the next seven days, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Solution Provider.

c. Solution Provider will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.



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d. No Breach of Contract

The failure of a Party to full fill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Measures to be taken:

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.

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.

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.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Solution Provider, upon instructions by the Purchaser, shall either:

Demobilize or Continue with the Services to the extent possible, in which case the Solution Provider shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled by Director, NIMHANS (Settlement of dispute).

21. General Confidentiality

Except with the prior written consent of the Purchaser or its client department/organization, the Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Solution Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

22. Intellectual Property Rights (IPR)

The source code of entire applications (except OEM products/solutions) along with necessary documentations developed under this TENDER/Contract should be shared with NIMHANS after Go-live of the application.



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a. Assignment

The Solution Provider shall not assign, in whole or in part, their obligations under this Contract without the permission of Purchaser.

b. Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Karnataka having jurisdiction. Sutes, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Karnataka extends.

c. Audit

- i. The software and documents prepared for this project are subject to audit. The bidder should help NIMHANS during preparation of compliances of audit without any additional cost.
- ii. Software including source code, licenses (if any) and all technical documents/manuals shall be in favour of the NIMHANS and shall be submitted to the NIMHANS before final payment or on demand.
- iii. All records pertaining to this work shall be made available to the NIMHANS and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

23. The Director reserves the right of ordering/not ordering/cancelling/increase or decrease the quantity and to reject any or all tender quotations without assigning any reason. The decision of the Director, NIMHANS, Bengaluru, shall be final in all the controversies that may arise in the matter. Any dispute arising out of this will be subject to the jurisdiction of the Court in Bengaluru.

24. Failure to adhere any of the above terms and conditions the bid(s) may be rejected and EMD may be forfeited.

25. None of the terms and conditions of the supplier shall be applicable to the purchase contemplated hereunder, irrespective of it being attached to any documents to be provided to NIMHANS. Such exercise shall have no meaning and binding effect unless the same is accepted by NIMHANS in writing.

NOTE: Please keep checking the NIMHANS and E-Procurement websites regularly for any further updates.

**Sd/-
Director**



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DECLARATION
(TO BE GIVEN BY THE TENDERER)

Name of the software :

Name of the company :

To

**The Director,
National Institute of Mental Health & Neurosciences
(Institute of National Importance)
Post Box No. 2900,
Hosur Road, Bengaluru – 560 029**

Dear Sir,

1. I/We hereby submit my/our tender for the
2. I/We have made requisite payment against EMD as per the tender document vide reference No. & date, else my tender bid may be rejected.
3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the NIMHANS, in this connection including delivery, warranty, penalty etc. Quotations for each group are being submitted and shall be considered on their face value.

I/We undertake to sign the contract/agreement, if required, within reasonable time from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the NIMHANS, Bengaluru.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES/LEVIES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES/LEVIES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature of Tenderer & seal



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Checklist to be filled:

1.	Name & Address of the Tenderer																																								
2.	Name & address of the manufacturer																																								
3.	Name of the equipment & Model Quoted																																								
4.	Validity of the quotation	120 days from the tender submission last date																																							
5.	a. Delivery Period	Software development should be successfully developed, installed and go live by 2 years from date of purchase order.																																							
	b. Warranty Period for the software developed	5 years																																							
6.	Tender Bid uploaded details (YES or NO against each item)	<table border="1"> <tr><td>a.</td><td>Application Fee submitted</td><td></td></tr> <tr><td>b.</td><td>EMD submitted</td><td></td></tr> <tr><td>c.</td><td>Brochure / Catalogue of software uploaded</td><td></td></tr> <tr><td>d.</td><td>Technical Compliance Statement</td><td></td></tr> <tr><td>e.</td><td>Manufacturer Proprietary certificate uploaded</td><td></td></tr> <tr><td>f.</td><td>Pre requirements details uploaded</td><td></td></tr> <tr><td>g.</td><td>List of users uploaded</td><td></td></tr> <tr><td>h.</td><td>Copy of GST/PAN/TIN & Bank details uploaded</td><td></td></tr> <tr><td>i.</td><td>Distributor authorization letter uploaded</td><td></td></tr> <tr><td>j.</td><td>Non-blacklisting certification uploaded</td><td></td></tr> <tr><td>k.</td><td>Declaration enclosed</td><td></td></tr> <tr><td>l.</td><td>Software developed delivery cost quoted</td><td></td></tr> <tr><td>m.</td><td>AMC & CMC cost for 3 years post warranty period</td><td></td></tr> </table>	a.	Application Fee submitted		b.	EMD submitted		c.	Brochure / Catalogue of software uploaded		d.	Technical Compliance Statement		e.	Manufacturer Proprietary certificate uploaded		f.	Pre requirements details uploaded		g.	List of users uploaded		h.	Copy of GST/PAN/TIN & Bank details uploaded		i.	Distributor authorization letter uploaded		j.	Non-blacklisting certification uploaded		k.	Declaration enclosed		l.	Software developed delivery cost quoted		m.	AMC & CMC cost for 3 years post warranty period	
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7.	Training will be provided (YES or NO)																																								
8.	a. Whether after software development, service is available in Bengaluru? If yes, quote the details																																								
	b. What is the arrangement for post contract / warranty monitoring of the software																																								
9.	Any other information (Enclosed separately in letter head – YES or NO).																																								

Signature of Tenderer along with seal