

Bharat Sanchar Nigam Limited

(A Government Enterprises)

Opportunity to become BSNL B2B partner for providing Digital Public Health Caresolutions to Private Hospitals, Governments Hospitals etc. on non-exclusive basis

VAS-8/Public Healthcare/2018

Dated 09th August 2018

1. INTRODUCTION:

In India Public Healthcare is a state level subject under the policy and guidelines issued by Central Ministry of Health and Family Welfare. There is a dire need to digitize public healthcare system to solve the current pain areas. Currently, patient is managing everything; there is very minimal digitization for the accessibility of healthcare services. There is no seamless integration between facilities and services. There is long Queue or waiting time to get the right treatment. Here are few shortcoming of existing Public health care system in India:

- 1.1 There is minimal online presence of public healthcare system for the patients to view the details of specific Hospital facilities, doctors and their profile, specialties served, and treatment offered with audio/video files.
- 1.2 Patient can't take online appointment, view patient online health records (Prescriptions issued, Lab reports, X-ray/CT scan/MRI, and other clinical information), perform telemedicine consultation, order medicine, get Path lab tests and avail ambulance services.
- 1.3 There is no integration among the various entities of public healthcare system from patient perspective so that patient can seamlessly switch the providers without losing treatment continuity and at the right time.
- 1.4 Rural healthcare (Gram Panchayat and Villages), patient still travel long distances before accessing the medical services even if mobile connectivity has reached to 80% of population now.
- 1.5 There is no single health cloud at state government level which brings all the digital services of entire public healthcare system for the patient to access the services digitally regardless of physical location.
- 1.6 There is potential to allocate the medical resources (doctors, beds, operation theatre, nurses) more optimally if assets are known digitally and in real-time. Resources can be allocated as per patient footfall rather based on yearly budget.
- 1.7 Considering the patient footfall is so high, there is a greater need to serve them both online and physically to distribute the load. Medical staff can focus on patients based on their health conditions seriousness.
- 1.8 When Smart phone has reached to 400+ Million subscribers in India with 3G/4G, there is no lack of device availability at Patient side but still there are very minimal services available on Mobile Apps for the Patients.

- 1.9 Patient footfall increase over time needs to be controlled with digital and online services to keep the balance between medical staff availability and patients served. However, this is missing today.

There is dire need of comprehensive Digital Public Healthcare platform addressing all above requirements of Indian Public Health system. This challenge also provides immense business opportunity for all stakeholders.

BSNL invites proposal, on Revenue share basis from Digital Public Healthcare Solutions Providers (DPHSP herein after), from interested and eligible firms/companies for association with BSNL to generate revenues from providing solutions to Public Healthcare Entities. DPHSP or its principal may meet the relevant eligibility criteria in combined manner. The purpose of this policy document is to empanel DPHSP for exploring and executing Healthcare business opportunities jointly. BSNL may enter into the agreement with Non-exclusive arrangement with DPHSPs. The empanelled DPHSPs shall be eligible for partnering BSNL across its area of operation. DPHSPs, if selected for execution of a project may enter into the separate agreement with BSNL for execution of the project.

The DPHSP shall be required to establish a platform preferably in Disaster Recovery mode & according to latest applicable Regulatory Guidelines including TRAI. It is expected that the DPHSP approaching BSNL for partnership in this business shall be in the knowledge of the revenue streams/costs involved/business case of this business and shall have sufficient knowledge and resources to operate the services. The DPHSP is expected to solely rope in all other partners essential for end to end delivery of services to customers.

2. ELIGIBILITY CONDITIONS, DOCUMENTS REQUIRED AND TERMS & CONDITIONS:

2.1 Eligibility Condition for DPHSP:

- 2.1.1 The DPHSP shall either be a company registered and incorporate in India under Companies Act, 1956/2013 or a foreign company. In case prospective DPHSP is Foreign Company, it can participate either through its established place of business in India duly registered with the Registrar of Companies, Ministry of Corporate Affairs, the Government of India or through its wholly owned subsidiary company registered and incorporate under companies act 1956/2013.
- 2.1.2 The DPHSP/its principal should have at least 2 year experience of successfully operating in the similar service with any operator globally at the time of applying to BSNL.
- 2.1.3 Technology offered should have been in satisfactory operation for minimum last 1 year.

- 2.1.4 The technology/solution shall be a proven solution. The DPHSP/its principal shall have minimum 50 Client Hospitals using its Health Care Platform.
- 2.1.5 The DPHSP/its principal and its technology partner/its principal should not have been blacklisted in any government sector.

2.2 List of documents to be submitted as part of the proposal:

- 2.2.1 Copy of the Article of Association & Memorandum of Association.
- 2.2.2 Latest audited Annual Report of the DPHSP, in case printed copy is not available then copy of the same duly certified by the DPHSP Secretary/ Director/ Managing Director of the DPHSP.
- 2.2.3 Turnover certificate from the DPHSP/ its principal's Auditors/ CA mentioning the field of turnover.
- 2.2.4 List of at least 50 client hospitals using the solution of DPHSP.
- 2.2.5 List of Directors including their names(s) and address (es) along with contact telephone numbers, DIN of each director & CIN of the DPHSP.
- 2.2.6 Certified True copy of Board's/ Management's resolution in favor of authorized signatory.
- 2.2.7 Specimen signature of the authorized official duly attested by DPHSP's/Bank.
- 2.2.8 Nonrefundable processing fees of Rs. 50,000/- in the form of DD drawn in favor of AO (Cash), BSNL, New Delhi shall be submitted along with the proposal.
- 2.2.9 Non-Disclosure undertaking, duly notarized on non-judicial stamp paper of Rs.50/- (NDU format enclosed).
- 2.2.10 Technical details of the solutions and business plan.
- 2.2.11 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liosoning in this matter.
- 2.2.12 Certificate for eligibility against requirement of eligibility conditions mentioned at clause 2.1.2, 2.1.3, 2.1.4 & 2.1.5 of policy. The DPHSP shall submit an irrevocable undertaking duly signed by it/ its principal and its technology partner(s)/ its parent, if applicable, stating that all of them i.e. the DPHSP, its principal and its partner(s), its parent shall be liable for due performance of the contract jointly and severally, failing which all of them shall be liable to be barred from having any business dealing with BSNL for a period of three years.
- 2.2.13 If the DPHSP/DPHSPs intend to provide services/solution along with some technology partner then the documents to be submitted along with the proposal shall also contain the agreement between DPHSP/ amongst partners clearly defining the responsibilities of each.

- 2.2.14 The DPHSP shall submit an irrevocable undertaking duly signed by it/ its principal and its technology partner(s)/ its parent, if applicable, stating that all of them i.e. the DPHSP, its principal and its partner(s), its parent shall be liable for due performance of the contract jointly and severally, failing which all of them shall be liable to be barred from having any business dealing with BSNL for a period of three years.
- 2.2.15 If eligibility and experience of principal is considered then DPHSP shall submit a declaration cum an Undertaking from its principal stating that the M/s(Name of Principal).....is the PRINCIPAL of M/s.....(name of DPHSP)... and it (DPHSP/ ITS PRINCIPAL) will support and take responsibility to enable its subsidiary DPHSP<DPHSP/ ITS PRINCIPAL > to perform the contractual obligation of the agreement to be signed by <DPHSP/ ITS PRINCIPAL > with BSNL. In all such cases the Principal, along with DPHSP, shall also sign the undertaking as indicated in clause 2.2.13 of the policy.”
- 2.2.16 Undertaking for having capability to perform roles and responsibilities as defined in Scope of Work.
- 2.2.17 A undertaking to provide that DPHSP should not have been blacklisted in any government sector as indicated in clause 2.1.6.
- 2.2.18 A undertaking to provide other document, if any, at the time of signing the project agreement.

3. OTHER REQUIREMENTS / TERMS & CONDITIONS:

- 3.1 DPHSP / its principal must have thorough knowledge of Indian Public Healthcare System based services.
- 3.2 The DPHSP only (main bidder) will interact with BSNL for all obligations/ payments; however all the technology partner(s) will be jointly and severally responsible for the execution of the project.
- 3.3 The DPHSP/its principal and its technology partner(s)/its principal shall be jointly and severally responsible for due performance of the contract including continued post execution support of the project. similarly both the DPHSP and the partner shall be jointly and severally remain responsible for non-performance inter-alia any other act that may lead to barring of business dealing with the DPHSP (along with partners) or banning business with them.
- 3.4 DPHSP should have verifiable, scalable and stable eco-system that can be self-sustained when interfaced/introduced to end consumer.
- 3.5 DPHSP should have to comply with all regulations issued by relevant Govt. agencies time to time.

4. **PROCESS FOR EMPANELMENT:**

After scrutinizing the documents submitted by interested DPHSPs, DPHSP will be called for a Technical presentation which includes future planning and road map for executing services as per requirement.

5. **SIGNING OF AGREEMENT:**

5.1 This Agreement is non-exclusive and nothing in this Agreement will be construed to prevent either Party from entering into a similar Agreement with any other Party or to restrict such Party from directly engaging in related activities.

5.2 BSNL intends to sign a master service agreement with DPHSP in which majority of terms & condition shall be available, however if required an addendum agreement may be signed with DPHSP depending upon the commercials of the project. The addendum agreement and other requirements of the project shall be finalized in discussion with DPHSP. The master service agreement to DPHSP shall be provided after empanelment.

6. **SCOPE OF WORK:**

6.1 Following are the key components of Digital Public Healthcare Platform:

6.1.1 E- Health Services: E-Health services digitize the healthcare provider and patient and enables the patient to access all the healthcare services both online connectivity and physical visit. It brings the concept of EHR (Electronic Health Records) and PHR (Patient Health Record) where multiple such EHRs can be connected to single patient PHR. It enables all patient interaction to become digital (OPD, IPD, Pharmacy, Diagnostics, Radiology, Ambulance).

6.1.2 Telemedicine Services: Patient can share the medical records in real-time, chat with the doctor in consultation, and receive e-Prescription also constitute the Telemedicine services.

6.1.3 Cloud Readiness: Cloud readiness means entire state public healthcare system become online for mass population of the state. Health Cloud readiness means access to medical services to the patient regardless of physical location and provider can deliver certain services online and rest by physical presence in the Hospital. Services are available 24x7 and both seeker and provider are real-time connected single Master of Records. Cloud deployment does all the job of infrastructure including disaster recovery which is not possible otherwise.

6.1.4 Mobile Readiness: Patient and provider can carry their tasks using mobile phone with them all the time. User can use all three devices (Desktop, Laptop, Mobile Phones) and there is no local storage of information.

The solution should be capable of offering following services (or get these services developed within 6 months of signing agreement with BSNL):

- i) Online Appointment Booking
- ii) Patient Online Health Records
- iii) Patient Queue Management
- iv) OPD Consultation
- v) Telemedicine Consultation
- vi) TEXT Consultation
- vii) e-Prescription
- viii) SMART PATHLAB
- ix) SMART Radiology/MRI/CT-Scan
- x) Telemedicine App
- xi) Registration Desk
- xii) Admin Desk
- xiii) Health feeds and Patient communications
- xiv) Integration with Drug Database
- xv) Report Analytics
- xvi) SMART PHARMACY
- xvii) SMART Ambulance
- xviii) Smart IPD/ICU/OT/ER

6.2 The solution shall offer following Mobile Apps and Web Apps (or get these services developed within 6 months of signing agreement with BSNL):

6.2.1 Patient App: Single App to access all kinds of medical services - online appointment, doctor consultation and e-prescription, telemedicine service, order medicine, order lab tests and online lab reports, order radiology tests and digital scan, view and share patient health records.

6.2.2 Doctor App: Single App for the doctor to deliver the medical services - patient digital diary, single calendar with patient appointment, telemedicine services, chat services, and consult patient services.

6.2.3 Registration Desk App: Single App for Hospital or Clinic Patient registration and billing desk.

6.2.4 Admin Desk App (Ready): Single App for Hospital Administration to edit doctors and facilities with MIS reports.

6.2.5 Path Lab App: Single App for serving the Pathology Lab Test orders (online and walk-in) including sample collection and reports upload to Patient cloud. This is back-office App used by Path Lab desk.

- 6.2.6 Radiology App: Single App for serving the Radiology Test orders (online and walk-in) including digital scan and reports upload to Patient cloud. This is back-office App used by radiology desk.
- 6.2.7 Telemedicine App: Single App for Telemedicine services offered by any doctor or paramedic staff on behalf of the patient (Patient may not smart phone or literacy issues). This is for assisted care to the patients.
- 6.2.8 Pharmacy App: Single App for serving the pharmacy orders (online and walk-in) including over-the-counter drugs along with prescription. This is back-office App used by pharmacy desk.
- 6.2.9 Ambulance App: Single App for serving ambulance booking orders and patient drop-off to Hospital of choice. This is back-office App used by ambulance driver or owner.

6.3 Roles & Responsibility of BSNL:

- 6.3.1 BSNL will do interaction with enterprise customer individually or jointly with DPHSP.
- 6.3.2 BSNL will provide free telecom connectivity, subject to technical feasibility and availability, to DPHSP for installing solution as per requirement of Enterprise customer.
- 6.3.3 BSNL will provide free Short codes, Long Codes & Access Point Name (APN)s for SMS, USSD, IVR etc. as per requirements.
- 6.3.4 BSNL will provide Subscriber Identity Module (SIM) as per requirement of Enterprise customers.
- 6.3.5 BSNL will prepare special tariff plans for Enterprise customers as per requirement and feasibility.
- 6.3.6 BSNL may use man-power for field support for day to day operation & Maintenance (O&M), if required and feasible.
- 6.3.7 BSNL will provide support for network related problems.
- 6.3.8 Hosting Infrastructure: Infrastructure including AC/ Power/ space/ connectivity to local BSNL Network etc. shall be provided by BSNL for this business in case deployment is done in BSNL Premises at no cost to DPHSP.

6.4 Roles & Responsibility of DPHSP

- 6.4.1 The DPHSP shall be responsible for complete implementation of solution, which includes introduction and training for platform, support during integration and testing, putting into operation and establishing the successful

performance during the period of agreement with customer and comprehensive operational support. Complete implementation means full responsibility to implement solution for customer as specified by them.

- 6.4.2 DPHSP should be capable of performing all (except providing telecom Connectivity) activities involved in end to end delivery of value chain, including, but not limited to following:
 - 6.4.2.1 DPHSP shall have to operate servers/platforms including hardware/ other software/database etc. in a location finalized as per the requirements of Enterprise customers in BSNL service area.
 - 6.4.2.2 DPHSP shall have to do all the Operation & management of service management platform (including warranty).
 - 6.4.2.3 DPHSP shall have to assist BSNL is preparing Rate Plans for enterprise customers
 - 6.4.2.4 DPHSP shall have to prepare self-service portal.
 - 6.4.2.5 DPHSP shall have to assist BSNL for on-boarding of customers.
 - 6.4.2.6 L1 and L2 support shall be provided by DPHSP on mutual agreement with BSNL.

7. Engagement with Customers:

7.1 There are two different categories of engagement with customers for providing services. Category I relates to end-users (B2C). The same is applicable when BSNL decides to launch the service for retail customers. Category II relates to enterprises (B2B).

7.2 Procedure of engagements with B2C/B2B customers:

7.2.1 B2C Customers:

The DPHSP has to support services in B2C model. The decision for launching such services shall be taken by BSNL at its own discretion.

7.2.2 B2B Customers:

BSNL may ask quotes from empanelled DPHSPs as per the requirement and selects one DPHSP. Quote of the selected DPHSP may be sent to customer after including BSNL's charges for providing SIMs, Tariff Plans etc. and License Fee/ Corporate tax etc.

7.3 Procedure for selection of DPHSP:

7.3.1 Quotes will be asked from empanelled DPHSPs as per requirements from customers.

7.3.2 First right of refusal should remain with the DPHSP, who assisted BSNL in on-boarding customer. It means, the quote of other DPHSP, if found to be L1, then such L1 rate may be offered first to that DPHSP. If such DPHSP does not

accept the offered L1 rate, the work may be awarded to the DPHSP, who quoted the L1 rate.

- 7.3.3 In order to bring seriousness in the offer from other DPHSPs, suitable provision of EMD may be kept. In case, DPHSP refuses to accept its own quoted rate, EMD could be forfeited by BSNL in addition to other punitive actions like blacklisting etc.
- 7.3.4 The proposal should be submitted by DPHSP, signed by authorized signatory, to respective circle.
- 7.3.5 BSNL EB/Sales team of Circle office shall examine the proposal and liaison with DPHSPs, concerned ministry/ department/enterprise (customer) etc.
- 7.3.6 If required, a Proof of Concept (POC) testing may be conducted at a zonal/circle/SSA level to check the technical feasibility or to conduct a Demo for customer. BSNL will provide the necessary connectivity and other hosting infrastructure for POC on no additional cost to DPHSP.
- 7.3.7 BSNL may sign a separate agreement with Customer and DPHSP or may sign a combined tripartite agreement based on the proposal and discussions with Customer's on case to case basis.
- 7.3.8 In case BSNL signs separate agreement with Customer and DPHSP and there is a technology partner to the DPHSP as well, in such a case BSNL may sign a tripartite agreement (BSNL-Technology Partner-DPHSP) making the technology partner a party in the agreement.
- 7.3.9 All the agreements shall be signed at circle for circle level deployment and at BSNL NTR for PAN India deployment.

A quotation will be send to customer for their consent. Quotation sent to customer will include all necessary License fee, spectrum charges, GST, Govt. Tax, octroi tax or any other levy payable to government pertaining to service.

8. Commercial Terms & Conditions:

Salient points for Commercial model for DPHSP services are as follows:

- 8.1 Category I relates to end-users (B2C). The same is applicable when BSNL decides to launch the service for retail customers. Category II relates to enterprises (B2B).

Revenue share table for Category-I and II:

Revenue Split	BSNL Revenue (%)	DPHSP Revenue (%)
Connectivity Usage Revenue	85%	15%
Solution Part	20%	80%

- 8.2 **Performance Bank Guarantee (PBG):** In case, customer asks for the PBG from BSNL, DPHSP has to submit equivalent backup PBG to BSNL. In case BSNL's PBG is revoked, BSNL shall also revoke the PBG of DPHSP. In case there is no PBG to be submitted to customer, DPHSP shall submit 2% of the cost of the project (i.e. amount quoted to enterprise customer) as PBG to BSNL before signing of Project specific Agreement.
- 8.3 **Costs to be taken into account before division of revenue share between BSNL & DPHSP/ its principal:** Following shall be removed from the revenue received from Customer before sharing with the DPHSP.
- i) License fee, spectrum charges and any other levy payable to Licensing Authority pertaining to Telecom service, if any, on actual basis.
- ii) Any other cost which is mutually agreed
- 9 **Duration of Agreement:** 5 years (60 months) initially and thereafter on mutual negotiations.
- 10 **Empalement Fee:** DPHSP shall pay Rs. 50,000/- (Rupees Fifty Thousand only) towards Empanelment Fee at the time of signing of the agreement.
- 11 **Submission of Proposal:** Interested and eligible companies may submit their proposals along with all the requisite documents, on any working day to:-

DGM (VAS – I)

**Bharat Sanchar Nigam Limited,
Second Floor, Bharat Sanchar Bhavan,
HC Mathur Lane, Janpath, New Delhi - 110001**

Note: This policy is open ended and any company which is interested and meets the eligibility conditions may submit it proposal on any working day. BSNL would however reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of Rs.50/- only)

M/s _____, a company registered under Companies Act 1956, having its registered office at _____ acting through Shri _____, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we will not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavours to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to GM (VAS) acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s _____ by Shri _____ (Name and Designation) authorized signatory.