

Request for Proposal (RFP) Document for Implementation of Integrated Management Information System (iMIS) for the State of Rajasthan

NIB Reference No. F.32 (154)/NRHM/ CSR/ MIS Integration/364

Dated: 17/10/2017

E-Proc Tender ID: 2017_MEDIC_80750

UBN:- NRH1718SLOB01115

Mode of Bid Submission	Online through eProcurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Mission Director, NHM (RSHS), Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date and time for downloading RFP document	17-Oct-2017 at 04:00 PM
Date, Time & Place of Pre-bid meeting	30-Oct-2017 at 02:30 PM Meeting Hall Room No 311, 3 rd Floor, NHM Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan
Last Date & Time of Submission of eBid	20-Nov-2017 at 2:00 PM
Date & Time of Opening of Technical e-Bid	21-Nov-2017 at 3:00 PM

Cost of Tender Document: Rs. 10,000/- Only (Rupees Ten Thousand Only)

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

National Health Mission
NHM, Rajasthan State Health Society
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
 Website: <http://rajswasthya.nic.in>

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ABBREVIATIONS & DEFINITIONS

Agreement	The Agreement to be signed between the successful bidder and NHM
AMC	Annual Maintenance Contract
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
AWC	Anganwadi Center
BDH	Bhamashah Database Hub
Beneficiary	'Beneficiary' means a person who is a beneficiary under NFSA, RSBY and who has opted for voluntary inclusion under the scheme.
Bidder / Tenderer	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid. Also called offer or quoter.
BoM	Bill of Material
BSBY	Bhamashah Swasthya Bima Yojana
CHC	Community Health Center
CMC	Contract Monitoring Committee
CMMI	Capability Maturity Model Integration
CMS	Content Management System
Contract	The "Contract" means a legally enforceable agreement entered into between National Health Mission (NHM) and the Selected Bidder with mutual obligations.
Contract/ Project Period	The expected Contract/ Project Period is one and half (1.5) years which shall commence from the date of signing of Agreement till Completion of One year (six months each for the two phases) of development period and one year of Support & Maintenance period of Integrated MIS Solution after Go-live of the project.
Day	"Day" means a Calendar day
DH	District Hospital
DHFW	Department of Medical, Health & Family Welfare, Government of Rajasthan
DMS	Document Management System
DoIT&C, GoR	Department of Information Technology and Communication, Government of Rajasthan
EMD	Earnest Money Deposit

EMR	Electronic Medical Record
EMS	Enterprise Management System
ETL	Extract, Transform & Load
eSAFE	e-Governance Security Assurance Framework
FMS	Facility Management Services
FRS	Functional Requirement Specification
G2C	Government to Customer
G2G	Government to Government
GoI	Government of India
Goods	“Goods” means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the Selected Bidder is required to supply to the purchaser under the contract.
GoR	Government of Rajasthan
GST	Goods and Services Tax
HIE	Health Information Exchange or Health Exchange Platform
HIMS	Hospital Information Management System
HIS	Hospital Information System
HMS	Health Management System
IA	Implementing Agency
ICT	Information and Communication Technology
INR	Indian Rupee
IPD	In-Patient Department
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LCBS	Least Cost Based Selection Method (L1)
LD	Liquidated Damages
LoI	Letter of Intent
M&H Dept	Same as DHFW
MBSY	MukhyaMantri Balika Sambal Yojana
MCH	Medical College Hospital (a hospital attached to a Medical College)
MCIT	Ministry of Communications & Information Technology, Government of India
ME Dept	Medical Education Department, Government of Rajasthan

Month	Month refers to calendar month
NFSA	National Food Security Act
NHM	National Health Mission
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OP	Outpatient
OPD	Out-Patient Department
OT	Operation Theatre
PAN	Permanent Account Number
Parastatal	Organizations Owned or Controlled, wholly or partially by the government
PBG	Performance Bank Guarantee
PC	Procurement Committee
PDA	Personal Digital Assistant
PHC	Primary Health Center
Project Site	The “Project Site”, wherever applicable, means the designated place or places where the project implementation is to be carried out
PSD	Performance Security Deposit
Purchaser/ Tendering Authority	Person or entity that is a recipient of a good or service provided by the Selected Bidder under a purchase order or contract of sale. Also called buyer. NHM in this RFP document.
QFMSP	Quarter's Facility Management Services Payment
RFP	Request for Proposal, an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
RMRS	Rajasthan Medicare Relief Society
RSBY	Rastriya Swastya Bhima Yojana
RSDC	Rajasthan State Data Centre
RSWAN	Rajasthan State Wide Area Network
RTI	Right to Information
SAN	Storage Area Network
SDH	Sub-District Hospital
SH	Satellite Hospital
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A

	service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work”.
SNCU	Sick Newborn Care Unit
Supplier/ SI/ Vendor/ Successful Bidder/ Service Provider/ Contractor/ Selected Bidder	System Integrator, the bidder who will be finally selected and who gets into an agreement with the NHM for completing the services/ work mentioned in this bidding document.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is NHM and the other is the Selected Bidder. It is a service contract where the level of service is formally defined.
SoW	Scope of Work
SSDG	State Service Delivery Gateway
State Government	Government of Rajasthan
STQC	Standardization Testing and Quality Certification, Government of India
TC	Technical Committee
TIN	Tax Identification Number
ToT	Training of Trainers
TPA	Third Party Auditor
UAT	User Acceptance Testing
UIDAI	Unique Identification Authority of India
WO/ PO	Work Order/ Purchase Order

1. Invitation for Bids (IFB) and Notice Inviting Bid (NIB)

E-Proc Tender ID	2017_MEDIC_80750
Unique Bid Ref. No.	NRH1718SLOB01115
NIB Reference No.	F.32 (154)/NRHM/ CSR/ MIS Integration/364 Dated: 17-Oct-2017
Name & Address of the Procuring Entity	- Name: National Health Mission (NHM) - Address: Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	- Name: Sh. Tribhuwan Pati - Designation: Joint Secretary, NHM - Address: Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) - Phone: 0141-2226995, Email: dsnrhm-jpr-rj@nic.in
Subject Matter of Procurement	Implementation of an Integrated MIS (iMIS) for the State of Rajasthan
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) - L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	- Websites:, http://eproc.rajasthan.gov.in, http://sppp.raj.nic.in, http://rajswasthya.nic.in - Bidding document fee: Rs. 10,000/- (Rupees Ten Thousand Only) in Cash/ Demand Draft in favour of "Rajasthan State Health Society" payable at "Jaipur". - RISL Processing Fee: Rs. 1,000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 30.00 Lakhs (Rupees Thirty Lacs only)
Bid Security (EMD) and Mode of Payment	- Amount (INR): Rs. 60,000 (Rupees Sixty Thousand only) i.e. 2% of the estimated procurement cost, Rs. 15,000 (Rupees Fifteen Thousand only) (0.5%) for S.S.I. unit of Rajasthan, Rs. 30,000 (Rupees Thirty Thousand only) (1%) for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction - Mode of Payment: Banker's Cheque or Demand Draft, in specified format, of a Scheduled Bank in favour of " Rajasthan State Health Society" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	Start Date: 17-Oct-2017 End Date: 20-Nov-2017
Date/ Time/ Place of Pre-bid Meeting	30-Oct-2017 at 02:30 PM - Meeting Hall Room No 311, 3rd Floor, NHM Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Manner, Start/ End Date for the submission of Bids	- Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) - Start Date: 04:00 PM onwards on 17-Oct-2017 - End Date: 2:00 PM on 20-Nov-2017
Submission of Banker's Cheque/ Demand Draft for	From 17-Oct-2017, 04:00 PM To 20-Nov-2017, 02:00 PM

Tender Fee, Bid Security, and Processing Fee*	
Date/ Time/ Place of Technical Bid Opening	• Date: 21-Nov-2017 Time: 3:00 PM • Place: Room No CSR-302, 3rd Floor, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
Note: 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, NHM Processing Fee and Bid Security should be drawn in favour of "Rajasthan State Health Society" payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) NHM will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, NHM, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTTP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules thereto, the later shall prevail.	

**-Sd-
Mission Director**

2. Background Information-

2.1 Project Background-

Rajasthan's Health department has a multitude of software applications operating in silos, which have been developed and are operated by different agencies. As such, in absence of any common platform, department is unable to draw any useful information for action and review from these siloed systems. These MIS systems can broadly be classified as below:

- a. **Patient focused systems:** PCTS (NIC), IAP (external vendor), BSBY (M&H), SNCU online (Unicef)
- b. **HR systems:** Raj eOffice (DoIT), ASHASoft (NIC), CHRIS (external vendor)
- c. **Facility systems:** eAushadhi (CDAC), eUpkaran (CDAC), m-SNA (external vendor)

The department has undertaken an initiative to integrate these different systems, residing on different platforms and being operated in siloes using a common facility code/ beneficiary's code (Aadhaar/ Bhamashah/ PCTS IDs) and an integrated platform for reporting.

The integrated platform will collect selected information from these systems, and present consolidated information for review and action at State and District levels.

2.2 Project Objectives-

The overall objective of the project is to bring together data available in different sources to a single data source, perform meaningful analysis and create insightful dashboards. Further the project is aimed to deliver below mentioned objectives: -

- a) To design a web-based application for integration of MIS
- b) Provide state, district, block and sector level aggregate information to Department officers on health parameters readily available for identifying disease/ conditions requiring immediate attention, crafting timely health systems response and better coordination of public health activities
- c) The system should also allow administration to perform independent analysis based on data present in the combined data base
- d) The system should also allow the administration to collect data in fixed formats from different users and aggregate them in the common database

The system should have the functionality to perform multiple levels of analysis – Time based, location based and facility type based etc.

2.3 Stakeholders-

SNo.	Stakeholder	Benefits
1	Department of medical health	Platform with data from different sources at one single place State, district, block and sector level dashboards for performance review Ability to track district level users against tasks created for them
2	District level officers	Consolidated view of performance for the facility across databases Dashboards for district reviews and block reviews Tasks created and assigned to users based on reviews
3	Block level officers	Consolidated view of performance for the facility across databases Dashboards for block reviews and sector reviews Tasks created and assigned to users based on reviews
4	MOICs	Consolidated view of performance for the facility across databases

2.4 Expected Project Outcomes- The expected outcomes to be achieved from the project are as follows:

- a. End to end design, development, installation, operationalisation, commissioning, management and maintenance of a web based system consisting of software, infrastructure consisting of on premise/ cloud based technology on DBOT (Design, Build, Operate and Transfer) basis.
- b. The successful bidder shall design, develop, supply, commission, configure, test, implement, manage and maintain the online software (integrated with SMS and email services) on a central server for consolidation and generation of dashboard and various analytical reports for stake holders.
- c. The system shall have following key modules:
 - i. MIS module
 - ii. Data capture module
 - iii. Communication module
 - iv. Task management module

3. Pre-Qualification/Eligibility Criteria (Preliminary Qualification)-

S. No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The Company should be an entity registered in India under the Company Act, 1956 (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered in India under the Partnership Act, 1932 (or) a registered legal entity under Rajasthan Shops & Commercial Establishments Act, 1958 (or) a Parastatal Body / Organization, as applicable, and must have a registered office in India. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	Copy of Certificate of Incorporation / Registration
2.	Turnover from IT/ ITeS	Average annual turnover of the Bidder during last three financial years (2014-15 to 2016-17) from IT/ ITeS should be at least Rs. 40 Lacs.	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts as supporting documents. Un-audited accounts will not be considered
3.	Net Worth	Bidder should have a positive Net Worth as on 31st March 2017.	Statutory Auditor/ CA Certificate with Registration Number/ Seal
4.	Technical Capability & Experience	The bidder must have successfully executed or is executing projects of total value (excluding hardware) in establishment, implementation and management of MIS projects/ integration as a Total Solutions Provider (End-To-End) in last five (5) financial years (i.e. from 01st April. 2012 to 31st March. 2017) as mentioned below: - One similar work of value not less than Rs. 20.00 lacs. or - Two similar works of value not	- Project Reference format as per Annexure – 11 AND - Work Completion Certificates from the client; OR - Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal

		less than Rs. 15.00 lacs each or 3. Three similar works of value not less than Rs. 10.00 lacs each	to the amount mentioned in the eligibility criteria). OR • Work Order + Completion Certificate from the client indicating the amount of payment made against the work order. OR • Work Order + Phase Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria). <i>(Note: The Work Order/ Completion certificate/Phase Completion Certificate should clearly depict the date, scope of work and the value of project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</i>
5.	Tax registration and clearance	The bidder must possess a valid: - • GST Registration Certificate • Income Tax Registration/ PAN	• Copies of relevant certificates of Registration
6.	Certification	The bidder must possess valid certification of ISO 9001 or CMMI Level 3 or ISO 27001 or above as on last date of bid submission	Copy of a valid certificate
7.	Blacklisting / Debarring	Bidder should: - a. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;	A self-certificate letter as per Annexure-6

		b. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c. not have a conflict of interest in the procurement in question as specified in the bidding document. d. comply with the code of integrity as specified in the bidding document	
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Note: Bidders need to ensure compliance to all the eligibility criteria points. Also, all the required documents should be properly annexed as indicated above along with an Index Page. Bidders meeting all eligibility criteria of PQ (Preliminary Qualification) Stage will be shortlisted for the TQ (Technical Qualification) Stage.

4. Scope of Work, Roles and Responsibilities, Deliverables, Timelines and Payment Terms-

4.1 Approach for Development and Implementation of Integrated MIS Solution-

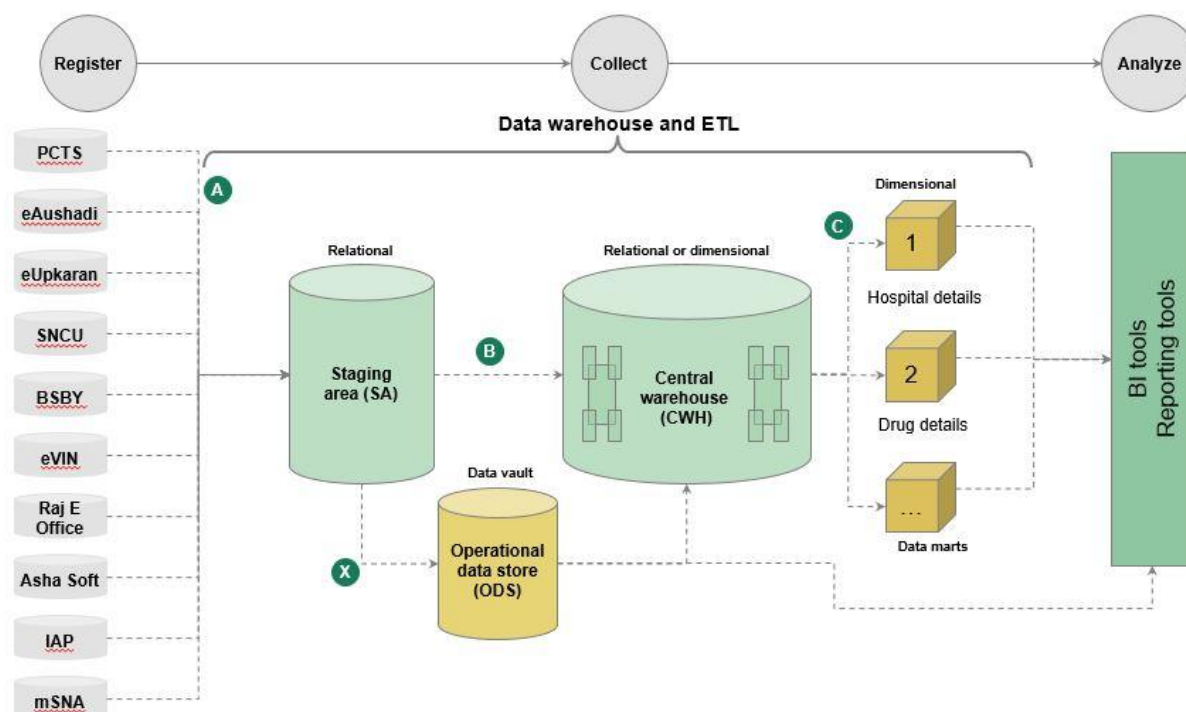
- End to end design, development, installation, operationalisation, commissioning, management and maintenance of a web based system consisting of software, infrastructure consisting of on premise/ cloud based technology on DBOT (Design, Build, Operate and Transfer) basis.
- The successful bidder shall design, develop, supply, commission, configure, test, implement, manage and maintain the online software (integrated with SMS and email services) on a central server for consolidation and generation of dashboard and various analytical reports for stake holders.
- The system shall have following key modules:
 - MIS module
 - Data capture module
 - Communication module
 - Task management module

4.2 Integration/ Interoperability-

- IMIS is envisaged as a highly interoperable model where over a period of time most of the systems can participate in information sharing and data exchange to provide centralised dashboard and MIS reports which can be accessible to all stakeholders anytime and anywhere.
- IMIS should have the capability to exchange data and records between heterogeneous/ multiple systems that can be managed and maintained by department.
- The IMIS must have provision for data exchange between various HIS/ EHR systems participating in the information exchange where an external system can query information to IMIS and can extract and submit the desired information.
- Provide single secure data lake for all systems participating in the exchange and manage the queue of queries, provide secure access (audit trail and node authentication, digital certificate etc. if required) and keep record of all transactions (successful, failed, error etc.) that take place in IMIS. It should be able to facilitate message routing to the appropriate service provider within the infrastructure and facilitate conversion of non-standard data into the standard format (mediation services) using adopters and orchestrators before sharing data with the destination system.
- It is the responsibility of the solution provider/ bidder to conduct thorough requirement analysis of the all participating systems and facilitate data exchange in standard format from multiple formats (i.e. Web-services, API, HL7, etc.). The system should have flexibility to take data in batch mode or real time mode based on the need and status of the peripheral systems.
- The solution should use standard terminologies and normalize terminologies of all participating information systems on the fly when participating in information

exchange (both inbound and outbound messages) to ensure the receiving system can correctly interpret and use the data it has received.

A broad architecture for integrated MIS solution is shown in Fig. below.



Successful Bidder shall provide web-based application (compatible with mobile browsers) for implementation of Integrated MIS.

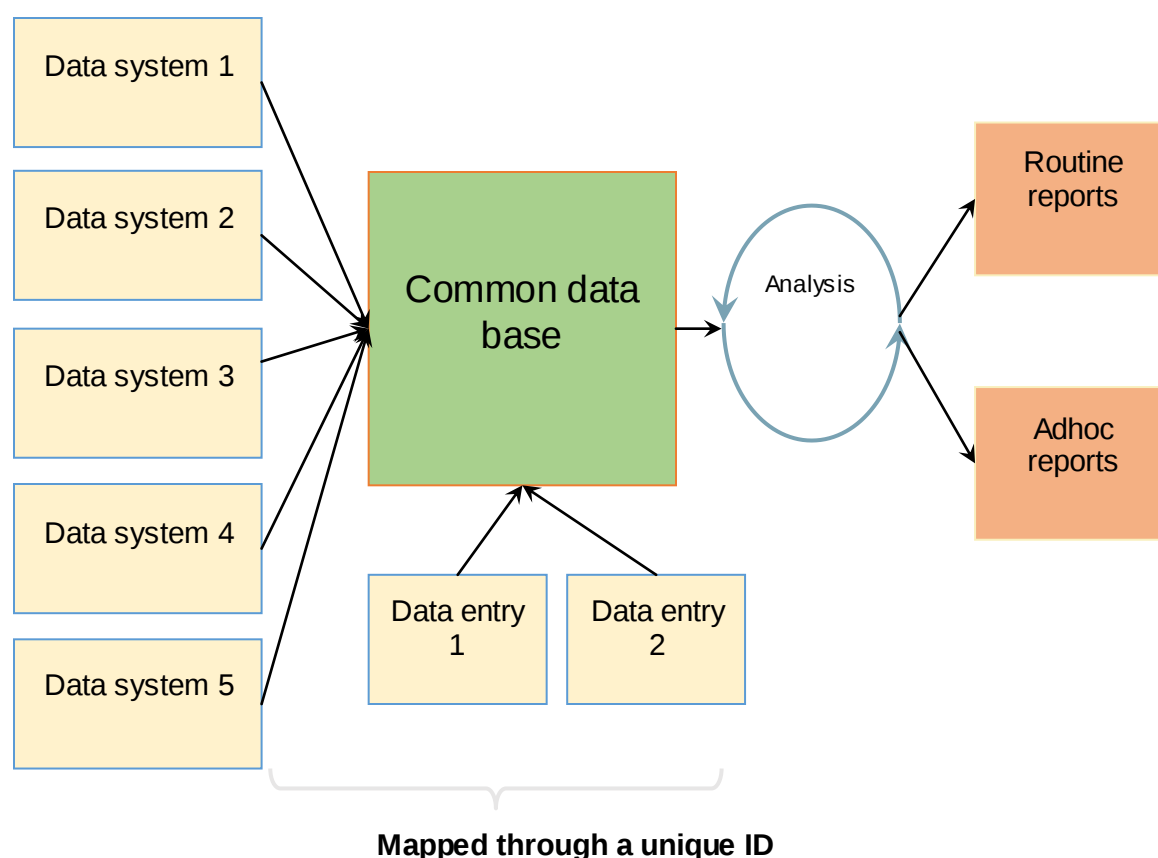
4.3 Scope of Work-

The broad scope of work for the Selected Bidder during the period of contract/ engagement would include:

- Development/ Customization, Testing and Deployment of Integrated MIS (IMIS) Application Software Solution (Web Application compatible with mobile browsers)
- Data Migration from the currently running applications of DHFW Dept as detailed in FRS.
- System Integration with existing State-Level applications implemented in the State of Rajasthan as detailed in FRS.
- Training on Integrated MIS Application
- Commissioning (Go-Live)
- Support and Maintenance (FMS)

4.3.1 Details of the MIS module:

a. Basic functionality:



The proposed system should pull data from different systems that exist in the departments and link them together through a unique ID to create a common data base. The system should also have the capability to capture data (in a fixed format) as per demand and include it in the common data base. The system should then run a set of analysis on the common data base to create reports.

b. Data capture module (manual data entry module):

- Regular data formats: To collect data from different users in a fixed predefined format and include in common database.
- There would be 6-8 fixed formats assigned to fixed users to capture information and write to the common DB.
 - Formats to include common identifier and to be finalized during the course of the project
- Adhoc data formats: Admin should have the ability to create forms/formats where different users can fill information, upload pictures etc. These forms would not have to be linked to the common DB

c. Communication module:

- To send information from the MIS to different users through email or SMS as per requirement.

- Frequency: Approximately 1 Email and SMS per month to all users
- Admin should have the ability to create Email messages and send it out based on user definition.
 - Frequency: As defined by the user

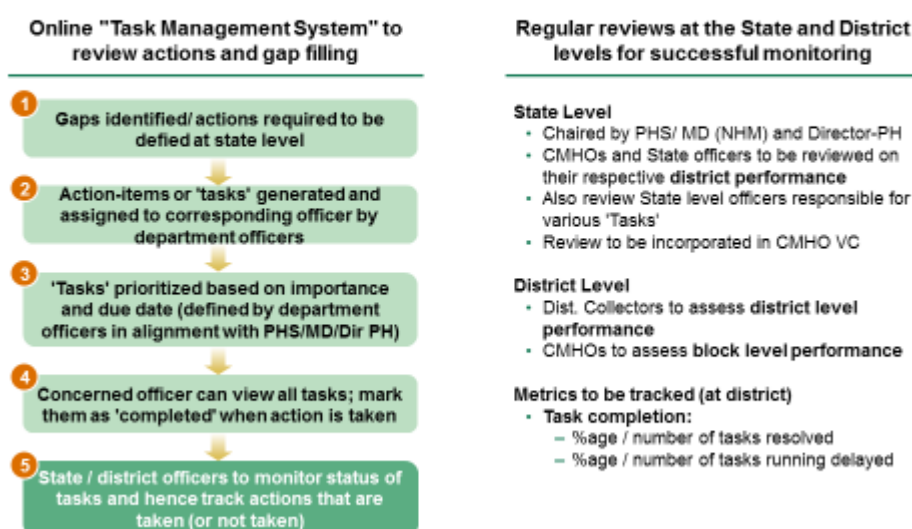
d. Task management system:

- Based on the dashboards created, tasks to be created for users (Defined by the department) to review/ act on information that comes up in the dashboard
- Review mechanism for tasks created for senior officials
- Online meeting schedules, agenda, attendance capture, minutes and task creation

Example: A Block officer is assigned some primary health facilities – he is in charge of managing their performance, any gaps that come up through the dashboards should be assigned as tasks to him. His senior officer (a district officer) should be able to see the completion status of these tasks.

6

"Task Management System" to streamline conversations with district officers and aid district in task prioritization



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e. Reports have been defined of three types:

- Monitoring & analysis of data is the critical functionality of the MIS which will greatly assist all stakeholders to manage issues in a simplified manner and address potential issues quickly. Automated alerts are provided for important steps and tracking of issues can be done on the central system. The two functions are explained below:
 - i. Monitoring reports – MIS is used for monitoring and tracking the various aspects of the health system and help in knowing the state of the system. The frequency of these reports is pre-defined, depending upon the component being tracked, and raises automatic alerts for urgent issues which require attention and correction.
 - ii. Analytics reports – These are obtained by analyzing the data over time to determine long-term trends. These are used by senior officials to

implement improvements in the system by addressing recurring issues and making informed decisions. The performance of the system is tracked over time and can automatically determine the areas and stakeholders which need to be addressed, thus allowing the officials to easily identify and bring about improvements in the system.

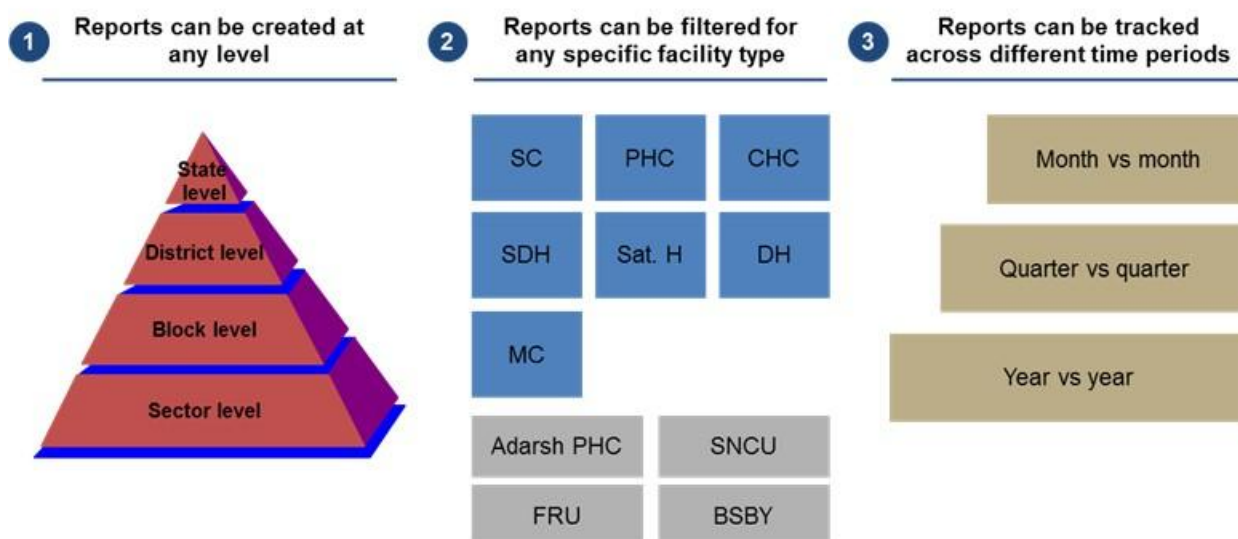
iii. Adhoc reports -> System should have the functionality to allow the user to perform analysis as per his requirement – Simple drag drop of metrics to create analysis and graphs (for select users)

- Following up with appropriate action based on the MIS reports is key to leveraging the significant benefits of the MIS. For this purpose, all stakeholders are shown the relevant MIS reports according to their roles and responsibilities, along with automated alerts on the issues faced immediately under their jurisdiction. The report should also have the facility to capture data from the users as needed.
- As the level of seniority increases in the system, a larger aggregate of information is available at each subsequent level to get an overview of operations. However, granularity of data is not lost at any level and stakeholders can drill down to the desired level of aggregation (per district, per block, per cluster etc.). Two types of reports are made available to the stakeholders:
- A preliminary list of the kinds of reports that can be generated out of the proposed MIS is given in the below sections. The list is merely indicative and illustrative and the bidder is supposed to prepare a comprehensive list of the reports that will be generated as part of the 'solution design / needs verification' process as mentioned earlier in the Chapter. Moreover, though a frequency of review has been given, the MIS should have the capability to generate the required reports as and when required by the authorized user.
- Further, the bidder should indicate performance levels they will ensure for all reports built on the MIS data. This performance level should be highlighted through turn-around-time of queries reports or other suitable measures.

f. Axes of Analysis:

- The system should also have the ability to perform drill downs and filters across the following axis:

Three axes of analysis



Note: SC- Sub Centre, PHC – Primary Health Centre, CHC – Community Health Centre, SDH – Sub Division Hospital, Sat. H - Satellite Hospital, DH – District Hospital, MC – Medical College, SNCU – Sick Newborn Care Unit, FRU – First Referral Unit, BSBY- Bhamashah Swasthya Bima Yojana

- Different users would have different levels of access to reports, depending on their level and focus area. Details of these differential access requirements should be captured as part of the needs assessment exercise.

g. Data types: System consist of two types of data:

- Beneficiary data – Individual person data present in systems can be linked through a unique beneficiary ID like Aadhar, Bhamashah or PCTS ID
- Facility data – Facility (Hospital Centre) can be linked through a unique facility ID like PCTS Code, Store Code etc.

4.3.2 Project Phases:

a. Phase 1: Integration of Health systems:

- The following systems are to be integrated as a part of phase 1:

S. No.	Systems	Data type
1	PCTS, ASHA soft	Beneficiary + Facility
2	SNCU Online	Beneficiary + Facility
3	eAushadhi (including MNJY, MNDY)	Facility
4	eUpkaran	Facility
5	BSBY	Beneficiary + Facility

6	Raj e Office, CHRIS	Facility
7	mSNA	Facility
8	IAP	Beneficiary + Facility

- This list of systems is indicative can be modified during the course of the project implementation upon agreement of the Department of Health and the selected bidder.
- Details of applications for integration:
 - i. **Pregnancy and Child Tracking System (PCTS):** This is an online system for entering line list details of pregnant mothers - ANC, delivery and PNC, children. This system also has facility level information on major performance and health indicators like OPD, IPD, Deliveries, Immunization, Infant/ maternal Deaths etc.
 - ii. **ASHA Soft:** This is an online system for capturing beneficiary-wise details of services rendered by ASHA on the basis of which, activity -based incentives to ASHA is transferred online directly into her bank account.
 - iii. **SNCU online:** SNCU online is a data management and follow up tracking system, which can be used in SNCUs across the State and country. The application permits tracking of newborn after discharge for long-term outcome. Introduction of online system has helped in effective monitoring of performance and improving the quality of care. A regular follow up system has been put in place, which involves 6 community visits, by health worker in first month and five hospital visits in first year of life. The follow up reminders are being sent using SMS through the online system.
 - iv. **e-Aushadhi:** This is a web-based application for inventory management of drugs, surgicals and sutures procured by Government of Rajasthan.
 - E-Aushadhi contains information on the performance of MNDY scheme (Number of patients, patient details (Name, Ph No) and number of hits of drugs which were not available)
 - E-Aushadhi also contains information on the performance of MNJY scheme (Number of tests conducted, types of test conducted and diagnostic wise number of tests performed)
 - For the MIS we would look at drug, suture surgical wise availability and utilization in each health facility. MIS would also require information regarding MNDY and MNJY scheme.
 - v. **e-Upkaran:** This is a web-based application for inventory management of medical equipment at different health facilities.
 - For the MIS we would look at equipment wise availability and status in each health facility
 - vi. **Bhamashah Swasthya Bima Yojana (BSBY):** This is a single platform to facilitate implementation of Health Insurance Scheme under the broad umbrella of Bhamashah Yojana, having authentication with UIDAI and Bhamashah card / number. This scheme uses a web-based application for implementation of Health Insurance Scheme including processing claim by Insurance Agency for reimbursement of fixed package amount to

treating hospitals. Integration with BSBY will be through web-services already developed under the project for integration-

- As a part of the MIS we would capture the beneficiary details, package claimed and status of the claim.
- vii. **Raj e-Office/CHRIS:** Personal information related to doctors/ nursing staff and other govt. staff shall be maintained in the e-Office-
 - For the MIS we would look at the number of posts that are supposed to be at a facility and the availability against that. We would also like to capture the details of the person posted.
- viii. **mSNA:** This app consists of facility wise inspection information-
 - All information related to visits will be captured from mSNA would be verified with other data sources as a part of the MIS.
- ix. **IAP:** This is a centralized application for the State of Rajasthan which deals with providing round-the-clock ambulance services across the entire State. Contains details of patients transferred from one facility to another.
 - For the MIS we will look at availability of ambulances and referrals at each facility

The bidder can expect the total data size from all these systems to be approximately 100 GB. The expectation is to store and manage five years' data (*wherever available*) at any point in time, rest can be archived and stored. Approximately, 25-30 dashboards (excluding drill ups/ downs) would be required.

● **Use cases in Phase 1:**

SI No	Categories	Systems	Details
Beneficiary level			
1	Tracking	PCTS, ASHA soft, BSBY, SNCU Online	Tracking of beneficiary (mother and child) through ANC, Immunization etc.
2	Beat planning	PCTS, ASHA soft	Beneficiary allocation and scheduling to AHSAs, ANMs. Are they completing work plans? Etc.
Facility level			
1	Outcomes	PCTS, SNCU, System Inputs	Tracking of outcomes like mortality, disease incidence and patient satisfaction
2	Performance		
2.1	Facility performance	PCTS, SNCU, BSBY, mSNA System Inputs	Track utilization in terms of deliveries, OPDs, surgeries etc.
2.2	Staff performance	PCTS, Raj e Office, eAushadhi, mSNA, System Inputs	Track performance on attendance, field visits, task completion rates etc.
3	Inputs		
3.1	Staff	Raj e Office, mSNA	Analysing vacancies, Reduce vacancies, re-distribute staff

			etc.
3.2	Medicine/Vaccine	eAushadhi, mSNA	Reduce stock-out instances, improve MNDY accountability etc
3.3	Equipment/Test	eAushadhi, eUpkaran, mSNA	Availability of functional equipment at facilities etc.
3.4	Infrastructure	System Inputs	Availability of basic infra like labor room, toilet etc.
3.5	Finance	System Inputs	Track fund allocation and utilization at facilities etc.
3.6	Data	All systems	Track data reporting, completion and accuracy of data etc.

- i. This is an overview of the use case requirements. Bidder can expect there to be 25-30 pre-defined reports required in the MIS in the beginning. The MIS is also expected to provide relevant visualization of reports through charts to enable insight generation and decision making.
- ii. Each use case will involve metrics that would need to be displayed as a dashboard in visual representation. Each metric would have a validation logic and a roll up logic to ensure that different level users see information most relevant to them.
- iii. Sample use cases in detail for phase 1 are mentioned below to provide an idea for prospective bidders:

What metric	How can it be validated	What should block officers/district officers see	What will senior leadership see
% medicine availability of demanded in DDW		#/% of facilities that have more than 50% drugs out of stock available in DDW	Average stock levels at DDW, % Facilities with stock in DDW but no stock in facility
% medicine availability of demanded for high OPD facilities	eAushadhi vs. mSNA (for PHC/SC)	#/% of facilities that have OPD>X but more than 50% drugs out of stock	Average stock level for high footfall facilities
# of drugs consumed/drug name	OPD vs. Patient voucher count vs. drug issue	#/% of facilities with irregular purchase of drugs (drugs in off season, irregular purchase patterns)	#/% of facilities with irregular purchase of drugs (drugs in off season, irregular purchase patterns)
Drug wise availability (# of units of stock by name/code)		# of drugs on low stock at the DDW, # of drugs stocked out at the DDW	# of drugs on low stock at the DDW, # of drugs stocked out at the DDW
Overall performance		Top and Bottom performing facilities on selected metric in the block, district and state	Top and Bottom performing facilities on selected metric in the block, district and state
OPD	PCTS vs. Patient voucher count vs. disease wise incidence total	#/% of facilities with <40 OPD/day, #/% with >x% drop (YoY)	Average OPD/day, #/% of facilities with OPD/day >40, #/% of facilities with +ve growth

Delivery	PCTS vs. PCTS line list	#/% of facilities with <10 Del, #/% with >x% drop (MoM)	Average Deliveries, #/% of facilities with Del >10, #/% of facilities with +ve growth
IPD	For BSBY facilities compare with claims	#/% of facilities with <10 IPD, #/% with >x% drop (MoM)	Average IPD, #/% of facilities with IPD >5, #/% of facilities with +ve growth

- iv. A detailed list of these will be provided to the bidder in the solution design and needs verification stage.
- v. Sample outputs have been shown at Annexure - 1 of this RFP
- vi. Different users would have different levels of access to reports, depending on their level and focus area. Details of these differential access requirements should be captured as part of the Needs assessment exercise

4.3.3 Installation and Commissioning of IT Infrastructure for Solution Development:

- a. The Solution Provider will be responsible for installation and configuration of the entire Infrastructure set-up for server-side commissioning, including but not limited to the following:
 - All IT Infrastructure including operating systems and any other system software required for making the infrastructure operational and tuned for satisfactory performance.
 - The bidder shall strictly follow the below hardware stack available with RSDC, DoIT&C. **Hardware and Licenses for the development and production environment shall be provided by DoIT&C.**
 - The IT Infrastructure will be installed and configured in accordance with the IT Policies of the State of Rajasthan defined by DoIT&C, Govt. of Rajasthan.
 - The Solution provider will suggest and ensure that the reports for monitoring of SLAs such as system uptime, performance, etc. are generated from the system.
 - The successful bidder is responsible for setting up the IT infrastructure required for developing software. They will have to set up a Project office so as to closely interact with the IT team of the department. The development of software shall take place from the premises of Health Department. Thus the bid document must include details of all additional requirements (infrastructure, manpower, training etc.) needed to perform the activities detailed in sections.

4.3.4 Deployment of Manpower- The Selected Bidder shall deploy team consisting of minimum of following members for customization/ development of the Integrated MIS within fifteen (15) days of date of Signing of Agreement.

The team would be positioned offsite

- Minimum Team Size during design and customization / development of Integrated MIS shall be as follows:

Sr. No	Role	Nos. of Team Members
1.	Team Lead & Domain/ Subject Matter Expert	1

	(SME) shall also function as Project Manager	
2.	Senior Developers	2
3.	Developers	2
4.	Database Administrator	1
5.	Business Analysts	1*
6.	QA and Testing Engineer	1*
Annexure-12 specifies expected qualification of manpower resources		

- Minimum Team Size for Maintenance & Support Services after Go-live of all groups shall be as follows:

Sr. No	Role	No. of Team Members
1.	Team Lead & Project Manager	1*
2.	Senior Developers	1*
3.	Developers	1
4.	Database Administrator	1*
Annexure-12 specifies expected qualification of manpower resources		

- *- If required based on the query
- The minimum required technical qualifications and experience details for the resources are provided in Annexure 12 of this RFP document.
- The team would need to be positioned on-site during design and customization / development phase of the project and off-site during support phase
- Also, it would be the responsibility of Selected Bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with Selected Bidder, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience. All such events should be notified prior to NHM and should be in accordance with the SLAs as per RFP.
- During and after the end of the project period, the Selected Bidder shall refrain from canvassing NHM and any of its associates with any claim for employment of the Selected Bidder's personnel deployed under the project.
- As Hindi is Official Language of the Government of Rajasthan, the Selected Bidder shall appoint personnel having proficiency with Hindi language.
- NHM has every right to reject the personnel, if the same is not acceptable, during the course of the project.

4.3.5 Development/ Customization, Testing and Deployment & Commissioning of Integrated MIS Application (Web Application compatible with mobile browsers)-

Broad scope of activities to be performed by Selected Bidder shall include development/ configuration of complete application stack from requirement study to go-live stage. Selected Bidder shall adopt a time-bound approach in implementing the proposed system for Integrated MIS as described and detailed out in subsequent section of this chapter. The Integrated MIS application development/ customization/ testing/ deployment/ Go-Live and other parts of scope of work including training and maintenance are required to be performed by the vendor in the stipulated time period. Indicative functional requirement specification is mentioned in Annexure-1.

Selected Bidder shall be responsible for Design, Development/ Customization, Testing and Deployment of Integrated MIS application (Web Application compatible with mobile browsers) covering the indicative process flows of Integrated MIS.

Selected Bidder shall deliver below listed design documents: -

- Software Design Document containing:
 - Brief Description of Module/Screen/ functionality
 - Description of important classes/ database objects tables, stored procedures, functions etc.

Selected Bidder shall also maintain a RTM (Requirement Traceability Matrix) and shall provide the same to NHM, as and when requested for.

The Selected Bidder would be required to provide version control and archiving facility for database and for Integrated MIS software solution as strict version control is necessary for legal accountability, and disaster recovery. Versioning should also allow contributors to know whether team is working with the latest version, and allow them to merge changes made in separate versions when needed.

4.3.6 Design, Requirement Analysis, Software Requirement Specification (SRS)-

Selected Bidder shall conduct a detailed System Study of currently running applications of DHFW Dept for incorporating the processes in IMIS. The Selected Bidder must carry out the following tasks during these visits -

- Interacting with concerned stakeholders
- Studying the existing systems, applications & processes.
- Detailed study of requirements of Integrated MIS Software solution
- Understanding / assessing data inputs and outputs requirements
- Assessment of existing applications from the perspective of integration with core application; understanding / assessing requirements for providing an interface with the suggested databases / applications
- Collecting all relevant input forms, registers and reports formats of DHFW Dept.

The Selected Bidder shall be responsible for preparation of Software Requirement Specification (SRS) to be developed based on an independent assessment of the requirements of Integrated MIS and the functional requirements as specified in this RFP document. The System Requirement Specifications (SRS) should be prepared. The Selected Bidder shall obtain sign-off of SRS from the designated authority of NHM.

4.3.7 User Acceptance Testing (UAT)-

The Selected Bidder shall properly test the Integrated MIS application (Web Application compatible with mobile browsers) thoroughly and conduct unit and integration testing at his end before deploying the Integrated MIS Software solution for UAT. Selected Bidder shall give a demonstration of different module-wise (for each group) functionalities developed for Integrated MIS application after deploying the Integrated MIS Software solution at RSDC. NHM shall conduct functional testing

of application once the functional demonstration of Integrated MIS Software solution is over.

The Selected Bidder shall also be responsible for:

- Preparation and submission of Test Strategy, UAT test cases and Test Results
- Assist Purchaser in carrying out user acceptance of solution.
- Rectifying issues of Integrated MIS Application (including the Web Application compatible with mobile browsers) issues/ bugs reported during the UAT.
- Final approval/ user acceptance of the Integrated MIS application (Phase Wise) shall be given by NHM. It is the responsibility of the Selected Bidder to obtain the UAT approval from the NHM.

4.3.8 Safe to Host Certification-

The Selected Bidder shall get the Safe to Host Certification done for Integrated MIS application (Web & Mobile Application) (including all the pages) from the Cert-in empanelled auditors as a pre-requisite for Go-Live at its own cost. Selected Bidder shall remove the vulnerabilities identified during the Safe to Host certification and then deploy the Integrated MIS Software solution at RSDC.

4.3.9 Assistance to Third Party Auditor (TPA) appointed by NHM-

NHM may appoint BCG (Boston Consulting Group) or any other Third Party Auditor (TPA) at its own cost to conduct the technical review and audits of work performed by Selected Bidder. Selected Bidder shall provide access of the systems as required by TPA for conducting the audits etc. Gaps/ issues identified by the TPA will be decided mutually between NHM and Selected Bidder and shall further be taken up for resolution by Selected Bidder.

4.3.10 Deployment/ Configuration/ System Integration and Commissioning (Go-Live) of Integrated MIS Application -

Selected Bidder shall integrate the system software and Integrated MIS Software solution. DHFW will be responsible for providing adequate network connectivity at public hospitals for running the application in consultation with NHM.

- The Selected Bidder shall install and host/ configure the application at RSDC to host the Integrated MIS application.
- The Selected Bidder shall be responsible to coordinate with RSDC operator to host, install and configure Web Application at RSDC, Jaipur. Selected Bidder shall comply with the policies of RSDC.

4.3.11 Training on Integrated MIS application and Handholding Support-

Training of staff is essential for ensuring that the application developed is actually put to use. Selected Bidder shall ensure a proper hands-on training to Trainers through Training-of-Trainers Programme for Integrated MIS on the Web Application compatible with mobile browsers developed by it so as to make them well conversant with the functionalities, features and processes built in the Integrated MIS application. The trainers so trained will be required to train the end-users on the use of Integrated MIS (Mobile Application and Web Application). One ToT will usually be of one full day

for each group and will have about 25 participants for hands-on training. A summary table indicating training needs for training on IMIS is given below:

Number of Trainees for Training on Integrated MIS

S. No.	Category of Trainees	Estimated No. of Trainees	No. of Training Sessions for Each Trainee in Category	Total No. of Person-Days of Training
1.	State level Managers	25	01*	25
2.	District level Managers	34 x 1	01*	34
Total				59 (~ 60)

* These will comprise full-day hands-on trainings on each Phase-1

- The Selected Bidder will conduct trainings at Jaipur for trainers identified by M&H Dept to be trained in ToT programme. Selected Bidder will be required to depute trainer(s) from the firm to be available for facilitation during trainings to be conducted at Jaipur.
- Selected Bidder shall conduct Training Needs Analysis in the SRS of all the concerned staff. The training duration should be sufficiently long for effecting meaningful assimilation of training content by an average user. There should be sufficient number of trainers in every training session for conducting the training program.
- One Training-of-Trainers will typically be of two sessions of four hours' duration each with sufficient number of trainers in each training course such that knowledge and skills are transferred to the trainees for successful use of the software.
- M&H Dept shall identify respective officers / staff (role based) involved in various functional areas / modules related to the Scheme.
- The requisite training infrastructure like training space, computers, projector with screen and connectivity shall be provided by NHM.
- Selected Bidder shall bear all the expenses towards its resource person / faculty.
- The Selected Bidder shall provide training material of the latest version of application in soft copy and hard copy for each participant (role based); the language of training material shall be in English.
- The Selected Bidder shall provide self-learning online training module on IMIS for different categories of users; the language of training module shall be in English.
- Selected Bidder shall provide tea and snacks twice and one lunch during the full day training comprising of two four-hour training sessions on each day of the training.
- The Selected Bidder shall ensure that all the training documentation in Hardcopy and Softcopy is in place (user training, operation procedures, visual help-kit etc.). Selected Bidder shall submit details of each training session including Attendance Record (in Hard Copy) including feedback forms from participants.
- Training on the modules shall be completed prior to Go-Live of the respective phases.

4.3.12 Integrated MIS Application Support and Maintenance (FMS)-

Selected Bidder shall provide Support and Maintenance (FMS) services for one (1) years for Integrated MIS application (Web Application compatible with mobile browser) and other components from the date of Go-Live of all the modules of Phase-1. Selected Bidder has to provide FMS services modules which are Go-Live between the time of development and customization of other groups and modules which are already Go-Live for which no extra payment shall be released. The Support & Maintenance services shall start from the date of Go-Live of all the Modules as per timelines mentioned in section 4.2.9 of this RFP.

4.3.13 Managed Services during Support and Maintenance of group of Integrated MIS-

- **Integrated MIS Application Support & Maintenance Services-**

- Overall administration, operations, monitoring, maintenance of the deployed Integrated MIS application (Web Application compatible with mobile browser) and the Database to ensure the desired uptime.
- During Support & Maintenance (FMS) period NHM may request Selected Bidder, to make necessary changes in the layout, colour schema, MIS reports format, input forms layout etc. However, these changes shall be suggested keeping in view that it should not transform in database schema. The Selected Bidder shall be responsible to make these changes at No extra cost to purchaser.
- Design & Upload content on web application as per instruction of Purchaser. Content management services includes (content collection, translation, conversion, design of content upload content using CMS),
- Integrated MIS application (Web Application compatible with mobile browsers) administration, support & maintenance throughout the project period. The Selected Bidder shall provide support on following activities
 - Minor changes in Integrated MIS Software solution on instruction of NHM
 - Defect Fixing reported by NHM
 - Support required to update Web Application compatible with mobile browser
- Maintain version control and archives of source code, and web site content and database
- Download definitions/ patches/ updates/ service packs of the deployed third party tools/ middle ware Software, this includes infrastructure at RSDC Jaipur,

- **Support & Maintenance-**

- The Selected Bidder shall have to submit certain key deliverables during Support and Maintenance Period which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, Selected Bidder shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.
- The formats for all the reports shall be prepared by the Selected Bidder and submitted to the purchaser for approval. The reports submitted by the Selected Bidder should strictly be in the approved format only which, if required, may be revised from time to time.

S.No.	Activity	Deliverable	Frequency
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S.No.	Activity	Deliverable	Frequency
1.	SLA Support & Maintenance (FMS)	Satisfactory support certificate for the quarter	Quarterly (In Hardcopy)

- **Deployment of Team during Maintenance and Support Period-** Minimum number of resources to be deployed once complete Integrated MIS has been go-live is given above in the clause titled “Deployment of Manpower”. Selected Bidder shall however ensure that the requisite numbers of resources are deployed during the period to meet the Service Levels given in the section titled “Service Level Standard” of the RFP.
- **Change Request Management Services**

4.3.14 Roles and Responsibilities-

- **Responsibilities of NHM:** Role of NHM in the successful implementation of the solution includes discharging the following responsibilities:
 - National Health Mission /GOR shall provide appropriate assistance and issuance of office orders for implementation of the project, so as to benefit maximum people of Rajasthan.
 - Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement.
 - Work with selected bidder to develop format and metrics to be used in the dashboards/reports /use cases during the implementation of the project.
 - To conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the service provider.
 - Prescribe various formats for reporting progress of the project. Service Provider may submit its own reporting formats which can be used after due approval by the Government.
 - MD NHM will have the right to make suitable changes/ amendments as and when required.
 - Coordinate other stakeholders of the project other government agencies.
 - Conduct review meetings at regular intervals to monitor the progress of the project.
 - Provide functional requirement for SRS.
 - Deploy hardware and necessary development stack to Rajasthan State Data Center for development of Integrated MIS solution.
 - Review, provide feedback and approve the solution design, software design, implementation approach, and other technical documents submitted by the Selected Bidder.
 - Oversee the proposed training plan.
 - Process recommendation of change requests to Contract Monitoring Committee with the finalization of efforts estimation, cost estimation, milestone and payment.
 - Review and approve payments to the Selected Bidder as per SLA.
 - Provide SRS and UAT sign-offs to Selected Bidder.
 - Provide any other help/ assistance/ co-ordination required for successful implementation and operations of the work/ project.

- **Responsibilities of Selected Bidder:**

- The detailed role & responsibilities of Selected Bidder has already been described in the scope of work of this RFP.
- Provide computing infrastructure to all the deployed team members.
- The successful bidder would be the Total Solution Provider (TSP) for the implementation of project as per terms and conditions of the agreement in the State of Rajasthan.
- Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes. Software should be efficient, scalable and transparent to assist the stakeholders of RSHS (NHM) (at state/ districts) for the better monitoring, management, planning and decision-making to ensure the effective delivery of services. Bidder shall also ensure maintenance of hardware, software, servers and all other solutions and equipments etc.
- Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices. Observance sound management practices, employing appropriate advanced technology and safe methods. In respect of any matter relating to the agreement, always act as faithful partner to the NHM and shall all times support and safeguard the NHM's legitimate interests in any dealing with the contracts, sub-contracts and third parties.
- Shall not accept for his own benefit any user charges, commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.
- Required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means miss-representation of facts in order to influence implementation process of the project in detriment of the NHM.
- Adherence to the mutually agreed time schedules. Strict adherence to the stipulated time schedules for various activities.
- Ensuring proper and timely monitoring and management of the services.
- Under any circumstances, the Bidder shall not entrust/sublet to any one contract or mission of the NHM.
- Ensure proper service delivery as per the guidelines laid down by the NHM. 24x7 Central Data Server for consolidation (repository) of information and to generate various dashboard, analytical reports to assist in decision making. To submit various reports and information within the stipulated timeframe as desired by the National Health Mission.
- Establishment of help desk (call support on weekdays – 9am-6pm). Deployment of qualified, expert experienced technical IT/ Network/ Managerial professionals / staff for implementation, operationalization, maintenance and management.
- The bidder will appoint a person to be the nodal point for coordinating with the client. The person identified must be available over phone at all times.

- The bidder will sign a Non-Disclosure Agreement (NDA) with the client for running the MIS integration system. This non-disclosure agreement will cover all the data that has been provided by the client for the operations of the project along with all the data that is generated during the operation of the project.
- All expenses pertaining to the manpower deployed in the process along with maintenance cost of hardware/software will be borne by the bidder.
- The bidder is solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- The bidder will treat as confidential all data and information about client, obtained during execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of client.

4.3.15 Development Stack for the software solution already available in RSDC

- Database - Oracle 12C with RAC on Exadata
- App Server- IBM Web Sphere on PureApp, ORACLE Web Logic
- Mobile App- IBM Worklight/ Mobile First platform
- Forms- Adobe
- CMS- Adobe (AEM) / IBM (WCM)
- DMS – IBM Filenet/ Case Foundation, NewGen
- ESB – IBM Integration Bus, APIM
- Platform- Java
- BI/ Analytical Tools – SAS, QlikSense, Tableau
- Reporting Tool – Crystal Reports
- Software VC Solution – People link
- Data Management Tool – MDM (IBM)

Note- No open source / freeware shall be allowed. The Selected Bidder has to strictly use this stack for the development/ customization. Database and Application server software should complement each other and may preferably have common tool to monitor like Health Check, Performance Analyzer, Operations Monitoring, Compliance Management, Patching, Performance management, administration and auditing etc.

4.3.16 Project Duration

- The total two years contract/ project period includes 6 months (For Development/ Customization, Testing, Deployment, Training, development of Mobile apps and necessary integration with other applications) which shall commence from the date of agreement signing till completion of 18 months of Support & Maintenance of Integrated MIS application. The tenure of project for support and maintenance (FMS) may be extended/ increased on mutually agreed terms, if required.
- It is responsibility of Selected Bidder to scale up the Support and Maintenance team as and when required to ensure smooth project execution throughout the duration.

4.3.17 Project Deliverables, Timelines & Payment Terms-

- Selected Bidder is expected to carry out all ground work for implementation including documentation, coordination with NHM and other stakeholders of the project, site survey, etc. These reports or deliverables are to be submitted timely by Selected Bidder to NHM to ensure timely and smooth execution of the project. Certain key deliverables are identified for each of the parts/stages, which are mentioned hereunder. However, Selected Bidder has to prepare and submit any required information in form of Reports / excel sheet / document desired by NHM related to Integrated MIS other than defined hereunder in the table.

The milestones and deliverables for the implementation of Integrated MIS will be as follows:-

Component/ Phase	Activity	Deliverables	Timelines (days) (T ₀ - Date of Signing of Agreement)	Payment Terms
Phase-1	- Preparation of SRS for Phase-1 of Integrated MIS Solution. - Design, Development, Beta version Testing, Deployment & UAT of Phase-1 Modules - Data Migration	- SRS and Design document - Test Cases document - UAT Signoff report - MIS Report indicating amount of data migrated	T ₁ = T ₀ + 180 days	10% quarterly of the Cost of Design and Development of Integrated MIS solution as per agreed cost of Serial No. 1 of Financial Bid.
	Training of Trainers (ToT) (Phase-1) of Integrated MIS	Attendance Record of various sessions of training conducted	T ₂ = T ₀ + 190 days	As per actuals based on agreed cost of Serial No. 3 of Financial Bid.
	Go-Live of all modules under Phase-1 of Integrated MIS solution on Internet/ Intranet	- Go-Live Report - Safe to Host Certificate	T ₃ = T ₀ + 190 days	20% of the Cost of Design and Development of Integrated MIS solution as per agreed cost of Serial No. 1 of Financial Bid.
Support & Maintenance	Integrated MIS Application Support and Maintenance (FMS)	Quarterly Support and Maintenance reports and Quarterly SLA attainment reports as per SLAs mentioned in this RFP	T ₄ = T ₃ + 90 days T ₅ = T ₃ + 180 days T ₆ = T ₃ + 270 days T ₇ = T ₃ + 365 days T ₈ = T ₃ + 455 days T ₉ = T ₃ + 540 days	1/6 of agreed support & maintenance cost as per Serial No. 2 (for one year) of Financial Bid to be paid quarterly

- It may also be noted that the time schedule for each milestone shown in the table above would be enforced independently. Any delay in the approval of the deliverable(s) submitted by the Selected Bidder to NHM shall not account for the delay on Selected Bidder's part.
- Selected Bidder has to design an implementation plan that seeks to execute several activities in parallel, adopts Critical Path Method so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the Selected Bidder shall arrange supplies and provide the required services within the specified period

5. INSTRUCTION TO BIDDERS (ITB) & BIDDING PROCESS-

5.1 Sale of Bidding/ Tender Documents: The sale of bidding documents shall be commenced from the date given in NIT. The complete bidding document shall also be placed on the NHM and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

5.2 Pre-bid Meeting/ Clarifications-

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

5.3 Changes in the Bidding Document-

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

5.4 Period of Validity of Bids-

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity

period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5.5 Format and Signing of Bids-

- a) Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single Stage Two part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- d) The technical bid shall consist of the following documents: -

SNo.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	NHM Processing Fee (eProc)	Instrument/ Proof of submission (PDF)
3.	Bid Security (EMD)	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorization Certificate	As per Annexure-5 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	Covering letter of the bid	Annexure -2
7.	Tender form	Annexure-4
8.	Certificate of Conformity/No deviation	Annexure-7
9.	Project references for pre-qualification and Technical Qualification Criteria	Annexure-11
10.	CVs for evaluation in prescribed format	Annexure-13
11.	Technical Proposal including Understanding of Scope, Approach and Methodology and Work Plan	Annexure-16
12.	OEM Authorization (MAF) as required	Annexure-17

- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-8 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Proc portal

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5.6 Cost & Language of Bidding-

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5.7 Alternative/ Multiple Bids- Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.

5.8 Bid Security (EMD)- Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed

confirmer, if required. The procuring entity shall respond promptly to such a request.

- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - i. the expiry of validity of bid security;
 - ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - iii. the cancellation of the procurement process; or
 - iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

5.9 Deadline for the submission of Bids-

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such

case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

5.10 Withdrawal, Substitution, and Modification of Bids-

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

5.11 Opening of Bids-

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to NHM).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - ii. bid is valid for the period, specified in the bidding document;
 - iii. bid is unconditional and the bidder has agreed to give the required performance security; and
 - iv. other conditions, as specified in the bidding document are fulfilled.
 - v. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

5.12 Selection Method- Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1 method as specified in “*Financial Evaluation Criteria*” of clause titled “Evaluation & Tabulation of Financial Bids”, wherein an eligible bidder with adequate technical competence and the most competitive (lowest or L1) rates / quote would be selected for the implementation of the project.

5.13 Clarification of Bids-

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee’s request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

5.14 Evaluation & Tabulation of Technical Bids-

- a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.
- b) The objective of the Technical Bid evaluation is to short list bidders who have the technical competency/ experience/ skills / financial strength that are essential to roll out the project.
- c) **Determination of Responsiveness-**
 - i. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
 - ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - a. “deviation” is a departure from the requirements specified in the bidding document;
 - b. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
 - iii. A material deviation, reservation, or omission is one that,
 - a. if accepted, shall:-

- affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- v. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

d) Non-material Non-conformities in Bids-

- i. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - ii. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST clearance certificate, ISO/ CMMI Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - iii. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- e) **Technical (TQ)-** Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “**Format and Signing of Bids**” and documents mentioned in the table below for obtaining marks in the respective parameter.

S No	Evaluation Criteria		Supporting Document	Max Marks
1	Relevant Experience – 40 marks			
	1.1	Average Turnover of the bidder/ lead bidder in last three financial years (2013-14 to 2015-16) from IT/ ITeS (incl. design, development and deployment of software services) • ≥ 7 Cr : 10 Marks • ≥ 3 Cr and < 7 Cr : 09 Marks • ≥ 1 Cr and < 3 Cr : 08 Marks	CA Certificate (as per PQ)	10

		• ≥ 0.4 Cr and < 1 Cr : 07 Marks		
	1.2	The bidder must have successfully executed or is executing projects of total value (excluding hardware) in establishment, implementation and management of MIS projects/ integration as a Total Solutions Provider (End-To-End) in last five (5) financial years (i.e. from 01st April. 2012 to 31st March. 2017). Each project should be of value of Rs. 0.15 Cr. or higher. • ≥ 3 similar projects : 20 Marks • 2 similar projects : 15 Marks • 1 similar project : 10 Marks	Project references as per Annexure-11 and Valid copy of Work Order	20
	1.3	The bidder must possess valid certification of CMMI Level 3/ ISO 27001 or ISO 9001 or above as on last date of bid submission • CMMI Level 5 : 10 Marks • CMMI Level 3/ ISO 27001 : 07 Marks • ISO 9001 : 05 Marks	Valid Certificate	10
2	Technical Proposal, Presentation and Functional Demonstration – 60 marks			
	2.1	Presentation on suitability of Solution Proposed and Functional Demonstration of Solution on proposed modules of Integrated MIS as detailed below.		60
Total Marks				100
a. Any critical noncompliance/ deviations may lead to disqualification of the Bidder. b. Bidder has to achieve at-least 60% marks in Serial number 1 & Serial number 2 i.e. minimum of 24 and 36 marks respectively along with 70% of the total technical score to qualify i.e. 70 marks to clear this stage. c. Only those bidders who qualify through the Technical Qualification stage will be short listed for opening of financial bids/ evaluation. d. The bidder must display understanding of the requirements of the project. The bidder must be able to convert the proposed solution into specific requirements for the project. The bid will be evaluated on the following components: - o Solution proposed and its components - o Technologies used - o Scale of implementation - o Learning on Issues - o Challenges likely to be encountered - o Mitigation plan - o Innovation in the solution design: The evaluators will provide weightage for innovative solutions that will result in appreciable improvement in one or more of the following- time taken for completion of the project, cost for implementation, effectiveness of the solution in addressing issues, sustainability of the implemented solution. e. Also bidder has to demonstrate the capability of successful implementation of similar solution in any part of the world. f. The bidder may leverage annexure-11 in order to prepare the presentation. All mandatory documents to support the work experience should also be submitted by bidder along with bid. Bidder may also furnish additional information in order to provide more clarity in the existing solution.				

f) Tabulations of Technical Bids-

- i. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the

qualification of the bidders against the criteria for qualification set out in the bidding document.

- ii. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- iii. The number of firms qualified in technical qualification, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- iv. The bidders who qualified in the technical qualification shall be informed in writing about the date, time and place of opening of their financial Bids.

5.15 Evaluation & Tabulation of Financial Bids- Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) Financial Evaluation Criteria:
 - Financial Bid with the lowest overall price shall be considered as the most competitive (lowest or L1) rates
 - the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
 - the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
 - the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case.
 - the members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
 - it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

5.16 Correction of Arithmetic Errors in Financial Bids- The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

5.17 Comparison of rates of firms outside and those in Rajasthan- While tabulating the financial Bids of those firms which are not entitled to price preference, the element of State GST (SGST) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central GST (CGST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

5.18 Price/ purchase preference in evaluation- Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

5.19 Negotiations-

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a

written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

5.20 Exclusion of Bids/ Disqualification-

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
- i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - v. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- i. communicated to the concerned bidder in writing;
 - ii. published on the State Public Procurement Portal, if applicable.

5.21 Lack of competition-

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:-
- i. the Bid is technically qualified;
 - ii. the price quoted by the bidder is assessed to be reasonable;
 - iii. the Bid is unconditional and complete in all respects;

- iv. there are no obvious indicators of cartelization amongst bidders; and
 - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
 - c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
 - d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

5.22 Acceptance of the successful Bid and award of contract-

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of

an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

5.23 Information and publication of award- Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

5.24 Procuring entity's right to accept or reject any or all Bids- The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

5.25 Right to vary quantity-

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of goods or services of the original contract.

5.26 Performance Security-

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - i. Bank Draft or Banker's Cheque of a scheduled bank;

- ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iii. **Fixed Deposit Receipt (FDR) of a scheduled bank.** It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty/ ATS obligations and maintenance and defect liability period.
 - e) **Forfeiture of Security Deposit:** Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
 - g) No interest shall be payable on the PSD.

5.27 Execution of agreement-

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the RTPP Act and Rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the RFP document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

5.28 Confidentiality-

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - i. impede enforcement of any law;
 - ii. affect the security or strategic interests of India;
 - iii. affect the intellectual property rights or legitimate commercial interests of bidders;
 - iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

5.29 Cancellation of procurement process-

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - i. At any time prior to the acceptance of the successful Bid; or
 - ii. After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

- ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

5.30 Code of Integrity for Bidders-

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -
 - i. Prohibiting
 - a. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - d. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - e. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - f. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - g. any obstruction of any investigation or audit of a procurement process;
 - ii. disclosure of conflict of interest;
 - iii. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - i. exclusion of the bidder from the procurement process;
 - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to the procurement;
 - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

5.31 Interference with Procurement Process-

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

5.32 Appeals-

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - i. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: MD, NHM, GoR
Second Appellate Authority: Principal Secretary, Department of Medical Health, GoR
- f) Form of Appeal:

- i. Every appeal under (a) and (c) above shall be as per Annexure-14 along with as many copies as there are respondents in the appeal.
 - ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- g) Fee for Appeal: Fee for filing appeal:
 - i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
 - a. hear all the parties to appeal present before him; and
 - b. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - iv. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

5.33 Stay of procurement proceedings- While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

5.34 Vexatious Appeals & Complaints- Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

5.35 Offences by Firms/ Companies-

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for

the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

5.36 Debarment from Bidding-

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

5.37 Monitoring of Contract-

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the Selected Bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the Selected Bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the Selected Bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The Selected Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.
- g) In case the, Contract Monitoring Committee finds the services provided by the System Integrator to be satisfactory and intends to increase the Support and Maintenance of Software solution (Web Application compatible with mobile browsers), NHM can do this by incrementing the Support and Maintenance Cost of Integrated MIS Software solution (Web Application compatible with mobile browsers) upto 10% annually on the quoted amount on a prorate basis.

6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-

Definitions-

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the agreement entered into between the Purchaser and the successful / Selected Bidder together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful / Selected Bidder as specified in the agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods and Services from the successful / Selected Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful / Selected Bidder in accordance with the terms and conditions set forth in the contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful / Selected Bidder is required to supply to the Purchaser in the contract.
- h) "Purchaser" means the entity purchasing the Services, Goods and Related Services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful / Selected Bidder under the Contract.
- j) "Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods/Services to be supplied or execution of any part of the Related Services is subcontracted by the successful / Selected Bidder.
- l) "Supplier / Successful or Selected Bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful / Selected Bidder.
- m) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

A. General Conditions of the Bid-

- 1. Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 2. Interpretation-**
 - a) If the context so requires it, singular means plural and vice versa.
 - b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier / Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
 - c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
 - f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3. Language-**
 - a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / Selected Bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
 - b) The successful / Selected Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 4. Consortium-** Not allowed.
- 5. Eligible Services, Goods and Related Services-**
 - a) For purposes of this Clause, the term "services" includes the services to be delivered by the Selected Bidder as per scope of work and required to run the project successfully, "goods" includes commodities, raw material, machinery,

equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful / Selected Bidder must be associated with specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot/support services based in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirement of the RFP.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible Services, goods and related services”.

6. Notices-

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

7. Governing Law- The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

8. Scope of Supply-

- a) Subject to the provisions in the bidding document and contract, the Services, Goods and Related Services to be supplied shall be as specified in Scope of Work/ Schedule of Supply section of the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of goods and services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 3 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software. If any of the software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such software with

the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9. Delivery & Installation-

- a) Subject to the conditions of the contract, the delivery of the goods, services and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful / Selected Bidder are specified in the bidding document and/ or contract.
- b) The Contract for the supply can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the Selected Bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful / Selected Bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/ town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

10. Supplier's/ Selected Bidder's Responsibilities- The supplier / Selected Bidder shall supply all the services, goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

11. Purchaser's Responsibilities-

- a) Whenever the supply of services, goods and related services requires that the Supplier / Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general conditions of the contract.

12. Contract Price-

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the services delivered, Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13. Recoveries from Supplier/ Selected Bidders-

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority/ NHM.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14. Taxes & Duties-

- a) The TDS, SGST, etc., if applicable, shall be deducted at source/ paid by NHM as per prevailing rates. All other taxes, duties, license fee and levies including CGST Tax shall be included in the bid price.
- b) For goods supplied from outside India, the successful/ Selected Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ Selected Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

15. Copyright/ Intellectual Property Rights (IPR)- The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been developed/ customized by the Selected Bidder for the project herein shall remain vested in the Purchaser.**16. Confidential Information-**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier / Selected Bidder need to share with NHM or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17. Sub-contracting-

- a) Unless otherwise specified in the Contract, the Selected Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the Selected Bidder shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier / Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

18. Specifications and Standards-

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to IS/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier / Selected Bidder.
- b) Technical Specifications and Drawings-
 - i. The Supplier/ Selected Bidder shall ensure that the services, goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The services, goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior

to the official standards whose application is appropriate to the country of origin of the Goods/Services.

- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ Selected Bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ Selected Bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ Selected Bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19. Extension in Delivery Period and Liquidated Damages (LD)-

- a) Except as provided under clause “Force Majeure”, if the Supplier/ Selected Bidder fails to deliver any or all of the Services or Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ Selected Bidder shall arrange services, goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages if the delay in the supply of goods or services is on account of hindrances beyond the control of the supplier/ Selected Bidder.
- d) The supplier/ Selected Bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service if he finds himself unable to complete the supply of goods or services within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and services after which such request shall not be entertained.
- e) The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and services and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- f) Normally, extension in delivery period of goods and services in following circumstances may be considered without liquidated damages:

- i. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the NHM was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - ii. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the NHM as per terms of the contract.
- g) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- h) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- i) If NHM are in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- j) In case of extension in the delivery of services and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected has failed to supply or complete: -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

- Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of total value of the items to be supplied in the particular phase.
- * The percentage of LD is applicable on the payment due for a particular milestone of design and development of the Integrated MIS Software solution.

20. Authenticity of Equipment / Software-

- a) The Selected Bidder shall certify (as per Annexure-7) that the supplied goods and services conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods/ services be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods/services, the purchaser will be entitled to reject the said goods/services or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/services will be at the Selected Bidder's risk and all the provisions relating to rejection of goods/services etc., shall apply. The Selected Bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the Selected Bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract.

21. Warranty/Support/ ATS-

- a) The Selected Bidder must supply all items including any Software and/ or any third party products like Health Exchange Platform/ CMS / DMS/ Work Flow Management, etc. with comprehensive on-site OEM warranty/ support/ ATS valid for the entire contract period as specified in this RFP after the goods or services, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the Selected Bidder, the warranty/ ATS shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods or services delivery, the Selected Bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods or services supplied are covered under comprehensive warranty/ support/ ATS for the prescribed period.
- c) The purchaser shall give a written notice to the Selected Bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the Selected Bidder to inspect such defects. Upon receipt of such notice, the Selected Bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the Selected Bidder shall be delivered at the respective location without any additional costs to the purchaser.

- d) If having been notified, the Selected Bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty/ support/ ATS period, the Selected Bidder shall also be responsible to ensure adequate and timely availability of spare parts/ components/ plug-ins needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least for the project duration.

22. Patent Indemnity-

- a) The Supplier / Selected Bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the installation of the Goods/ delivery of service by the Supplier/ Selected Bidder or the use of the Goods/ services in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier/ Selected Bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the Supplier/ Selected Bidder a notice thereof, and the Supplier/ Selected Bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the Supplier/ Selected Bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the Supplier's/ Selected Bidder's request, afford all available assistance to the Supplier / Selected Bidder in conducting such proceedings or claim, and shall be reimbursed by the Supplier/ Selected Bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the Supplier/ Selected Bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and

expenses, which the Supplier/ Selected Bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

23. Limitation of Liability- Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier/ Selected Bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Supplier/ Selected Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier/ Selected Bidder to indemnify the Purchaser with respect to patent infringement.

24. Change in Laws & Regulations- Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

25. Force Majeure-

- a) The Supplier/ Selected Bidder shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier/ Selected Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier/ Selected Bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ Selected Bidder shall promptly notify NHM in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NHM, the supplier/ Selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the NHM, NHM may take the case with the contractor on similar lines.

26. Change Orders and Contract Amendments-

- a) The Purchaser may at any time order the Supplier/ Selected Bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. New functionality / modification to be added after UAT has been done.
 - v. the Related Services to be provided by the Supplier/ Selected Bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's/ Selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the Supplier/ Selected Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's/ Selected Bidder's receipt of the Purchaser's change order.
- c) In case, a new functionality/ modification is done in the Integrated MIS Software Solution (Web Application compatible with mobile browser), Selected Bidder shall identify the effort (in man-month) required for making the change(s). Rates for the man month shall be the composite man-month rates quoted by the Selected Bidder in the financial bid. Changes shall however be done by the Selected Bidder after approval of effort estimates by NHM.
- d) Prices to be charged by the Supplier/ Selected Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier/ Selected Bidder for similar services.

27. Termination-

a) Termination for Default-

- i. The tender sanctioning authority of NHM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier / Selected Bidder, terminate the contract in whole or in part: -

- a. If the supplier / Selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by NHM; or
 - b. If the supplier / Selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier / Selected Bidder, in the judgment of the Procuring Authority has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier / Selected Bidder commits breach of any condition of the contract.
- ii. If NHM terminates the contract in whole or in part.
 - a. Amount of performance security deposit may be forfeited.
 - b. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- b) Termination for Insolvency:** NHM may at any time terminate the Contract by giving a written Notice of at least 30 days to the supplier / Selected Bidder if the supplier / Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier / Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NHM.
- c) Termination for Convenience/ Foreclosure-**
 - i. NHM, by a written Notice of at least 30 days sent to the supplier / Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier/ Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - ii. Depending on merits of the case the Supplier / Selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier/ Selected Bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - iv. To have any portion completed and delivered at the Contract terms and prices; and/or
 - v. To cancel the remainder and pay to the Supplier/ Selected Bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier / Selected Bidder.

28. Settlement of Disputes-

- a) **General:** If any dispute arises between the supplier/ Selected Bidder and NHM during the execution of a contract then it should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a

written representation will be obtained from the supplier/ Selected Bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / Selected Bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / Selected Bidder.

Procurement Committee would consist of JS NHM, JD Finance – NHM, Consultant IT NHM, PSA – NIC, ACP DD RMSC IT and ACP DD DM&HS

- b) **Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities with regards to the decision of tender sanctioning Procurement Committee, it shall be referred to the committee for settlement of disputes.

Committee for Settlement of Disputes would consist of MD (NHM), Director Finance (NHM), Representative of DoIT&C and Legal Department

- c) If either party is not satisfied with the decision of the Committee for Settlement of Disputes, either party may choose to proceed for Arbitration proceedings as specified under The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings. The place of Arbitration shall be Jaipur, Rajasthan. There shall be a sole arbitrator, The Principal Secretary, Department of Medical Health and Family Welfare, Government of Rajasthan.
- d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding the contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

29. Verification of Eligibility Documents by NHM – NHM reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by NHM, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by NHM shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NHM thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act 2012.

30. Risk & Title – All title, risk and ownership of the assets is to be transferred to NHM or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of titleship of assets shall be borne by the selected bidder/ authorized partner.

7. Special Conditions of the Bid-

7.1 Payment Terms and Schedule- Payments to the Selected Bidder, after successful completion of the target milestones (including specified project deliverables), would be made as mentioned in Clause no. 4.3.17 of this RFP:

- Any delay in the approval of the deliverable(s) submitted by the Selected Bidder to Department shall not account for the delay on Selected Bidder's part.
- The Selected Bidder has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.
- The supplier's/ Selected Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- Due payments shall be made promptly by the Purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ Selected Bidder, and the Purchaser has accepted it.
- The currency or currencies in which payments shall be made to the supplier/ Selected Bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the supplier/ Selected Bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- Advance Payments will not be made.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- Taxes (work contract tax, GST, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

7.2 Acceptance Testing and Certification- The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements.

7.3 Service Level Standards/ Requirements/ Agreement-

- a) **Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the Selected Bidder and Purchaser. The SLA would come into effect during following:

- Support & Maintenance period of Integrated MIS Software solution after Go-live of Software solution.
 - The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services.
- b) **Service Window:** Integrated MIS Software solution (Web Application compatible with mobile browsers) shall be available 24*7 after their respective go-live(s) except approved downtime.
- c) **Hours of Operation (Help Desk):** 9.00 AM to 9.00 PM as per working days of M&H Deptt. The problems encountered during the usage of the Integrated MIS Software solution would be reported at the Helpdesk established by the Selected Bidder as designated by NHM. This would enable the Helpdesk staff to log complaints and take action as per the severity of the reported problem.
- d) **Dependencies:** The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the Selected Bidder or due to reasons attributable to NHM or third parties, the Selected Bidder would not be penalized. For example, if uptime of a particular equipment/ application is desired and this is due to non-availability of power (which is out of scope of work of the Selected Bidder), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.
- e) **Monitoring & Evaluation:** The Selected Bidder shall provide and make use of following system for monitoring and evaluation-

SNo.	Service Levels	Monitoring System
1	Down Time of Integrated MIS (Web & Mobile Application)	Through EMS application available at RSDC
2	Non Availability of Manpower	Attendance Register at project location
3	Delay in performing software support like upload content/ defect fixing/ minor change request	Through a web base/ phone line call log available at IT help desk

- f) **Review Committee and Review Mechanism:** The designated review committee/ members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the Selected Bidder. The review would include but not be limited to: -
- i. Service provided during the review period
 - ii. Major incidents during the review period
 - iii. Problems that remains outstanding
 - iv. Review of Change requests/Variation and progress for enhancements
 - v. Future events or business developments that will affect the Service
 - vi. Review any potential changes required to the SLA
 - vii. Agree items for submission to the executive decision making
 - viii. Review schedules for Services provided.
- g) **Penalty Clauses:** If the Selected Bidder fails to deliver the required services due to reasons attributable to him like non-functioning of the software, non-

accessibility of the web-portal/ application, non-availability/attrition of the technical personnel/ operational manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

h) Penalty for Downtime-

Sr. No	Measurement Parameter	Downtime in a Quarter	Penalty
1	Number of hours the Integrated MIS Software solution (Web Application compatible with mobile browsers) is non-functional / non-available / non-responsive in each case of outage	0-4 hours	No Penalty
2		4-8 hours	2% of applicable quarterly Payment for Support and Maintenance of Integrated MIS Software solution as quoted in Financial Bid
3		8-12 hours	4% of applicable quarterly Payment for Support and Maintenance of Integrated MIS Software solution as quoted in Financial Bid
4		12-24 hours	6% of applicable quarterly Payment for Support and Maintenance of Integrated MIS Software solution as quoted in Financial Bid
5		24-48 hours	8% of applicable quarterly Payment for Support and Maintenance of Integrated MIS Software solution as quoted in Financial Bid
6		>48 hours	10% of applicable quarterly Payment for Support and Maintenance of Integrated MIS Software solution as quoted in Financial Bid
In case the non-availability of Software solution (Web Application, Mobile Application or Combination of the two) in any quarter is greater than 48 hours, it may be treated as breach of Service Level Standards, which may lead to termination on default			

- i) Penalty for Non-Availability of deployed Personnel/ Resources/ Manpower:** A Maximum of 18 leaves per year (4.5 per quarter on prorated basis) shall be allowed for resource deployed. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. In case total number of leaves exceed the maximum allowed leaves, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

Sr. No	Resource Type	Penalty
1	Team Leader & PM	Rs. 1500/- per day of absence
2	Senior Developer	Rs. 750/- per day of absence
3	Developer	Rs. 500/- per day of absence
4	Database Administrator	Rs. 750/- per day of absence
5	Business Analyst	Rs. 500/- per day of absence
6	Helpdesk Support	Rs. 200/- per day of absence

- j) **Penalty for non-timely performing software support service like Update Content Management on IMIS Software solution (Web Application compatible with mobile browsers) /Defect fixing/ Change Management (Application Software) i.e. Minor Change Requests-**

Sr. No	Time	Penalty
1	Upto 2 Day	No Penalty
2	>2 Day	Rs. 200 per incident per day

- k) **Penalty for attrition of key resources during the project duration:** SI shall make sure that the key personnel involved in the development, operation and maintenance of the Integrated MIS software solution are designated to the project for the entire project duration. In case, any key person listed below has to leave the project, the following penalties shall be applicable:

SNo	Resource Type	Penalty
2	Team Leader & PM	Rs. 50,000/- on second change and thereafter on every change
3	Senior Developer	Rs. 35,000/- on second change and thereafter on every change
4	Developer	Rs. 25,000/- on second change and thereafter on every change
5	Database Administrator	Rs. 35,000/- on second change and thereafter on every change
6	Business Analyst	Rs. 15,000/- on second change and thereafter on every change
8	Helpdesk Support Engineer	Rs. 5,000/- on second change and thereafter on every change

- l) The maximum total penalty in any quarter (excluding non-availability of deployed manpower/ resources/ personnel) shall not be more than 10% of the total amount due for the quarter beyond which the tendering authority will be free to initiate action as per RFP terms and condition for breach of SLA. However, penalty on resource replacement may be waived off subject to the approval of NHM under the following circumstances:

- Medical Emergency
- Resignation of deployed resource

- m) In all cases penalty shall not be more than 10% of the related cost of component/ service.

7.4 Change Requests/ Management-

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Procurement Committee will set up a Change Control Committee with members from the procurement agency and the Selected Bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) NHM may at any time, by a written order given to the Selected Bidder, make changes within the general scope of the Agreement in any one or more of the following: -

- i. Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered to department/ NHM.
 - ii. The method of deployment, shipping or packing.
 - iii. Schedule for Installation Acceptance.
 - iv. The place of delivery and/or the services to be provided by the Selected Bidder.
- c) The change request/ management procedure will follow the following steps: -
- i. Identification and documentation of the need for the change – The information related to initiator, initiation date and details of change required and priority of the change will be documented by NHM.
 - ii. Analysis and evaluation of the Change Request – Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the Selected Bidder. The composite man-month rates for handling Change Requests shall be provided by the Selected Bidder in the financial bid and the effort estimations shall be done on basis of the same.
 - iii. Approval or disapproval of the change request – Contract Monitoring committee will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
 - iv. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the Selected Bidder.
 - v. Verification of the change – The change will be verified by the NHM on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of the NHM. In the event that the consent of NHM is not received then the change will not be carried out. Composite Man month rate for development of change requests shall be as quoted by the Selected Bidder in the financial bid.
- e) While approving any change request, if required, NHM may ask the Selected Bidder to deploy the required resource(s) on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must

be asserted within 30 (thirty) days from the date of SI receiving the NHM change order which shall not be unreasonably withheld or delayed.

7.5 Exit Management-

a) Preamble-

- The word 'parties' include the tendering authority and the Selected Bidder.
- This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Cooperation and Provision of Information-

- i. During the exit management period:
 - a. The Selected Bidder will allow NHM or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable NHM or its nominated agencies to assess the existing services being delivered.
 - b. The Selected Bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the Selected Bidder. NHM or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The Selected Bidder shall permit NHM or its nominated agencies and/ or any Replacement Operator to have reasonable access to its employees and facilities as reasonably required by NHM or its nominated agencies to understand the methods of delivery of the services employed by the Selected Bidder and to assist appropriate knowledge transfer.

c) Confidential Information, Security and Data-

- i. The Selected Bidder will promptly on the commencement of the exit management period supply to NHM or its nominated agencies the following:
 - a. Documentation relating to Intellectual Property Rights;
 - b. Project related data and confidential information;
 - c. All current and updated data as is reasonably required for purposes of NHM or its nominated agencies transitioning the services to its replacement Selected Bidder in a readily available format nominated by NHM or its nominated agencies; and

- d. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable NHM or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to NHM or its nominated agencies, or its replacement operator (as the case may be).
- e. Before the expiry of the exit management period, the Selected Bidder shall deliver to NHM or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the Selected Bidder shall be permitted to retain one copy of such materials for archival purposes only.

d) Transfer of certain agreements-

- i. On request by Tendering Authority or its nominated agencies, the Selected Bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Tendering authority or its nominated agencies may require in favour of tendering authority or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between Selected Bidder and third party leasers, operators, or Operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by NHM or its nominated agencies, or its replacement Operator.
- ii. **Right of Access to Premises-** At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the Selected Bidder's premises, the Selected Bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to NHM or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

e) General Obligations of the Selected Bidder-

- i. The Selected Bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to NHM or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The Selected Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

f) Exit Management Plan-

- i. The Selected Bidder shall provide NHM or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the

transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

- iii. Plans for the communication with such of the Selected Bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on NHM operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to NHM or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Selected Bidder shall re-draft the Exit Management Plan six months before exit after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the Selected Bidder to and approved by NHM or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the Selected Bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the Selected Bidder to support new operator during the transition period.

g) Training, hand-holding and knowledge transfer-

- i. The Selected Bidder shall hold technical knowledge transfer sessions with designated technical team of Department in the last 3 months of the project duration.
- ii. The Selected Bidder shall hold operational hand-holding sessions on the Integrated MIS Software solution with the designated officers/ staff members, so that department can continue with the Integrated MIS Software solution even after Selected Bidder exits the project.

8. ANNEXURES-

ANNEXURE 1 – FUNCTIONAL & NON FUNCTIONAL REQUIREMENT SPECIFICATIONS-

1. Database-

SI No	Systems	Size**				Data base			
		Rows	Columns	Size (legacy) in gb	Yearly addition (gb)	Type	Update Rate	Refresh rate	Developer
1	PCTS summary data	17,000	350	20Gb	2Gb	SQL	Monthly		NIC
	PCTS line list	40,000	10	60Gb	8Gb	SQL	Daily		NIC
2	ASHA soft	47,000	35	10Gb	1Gb	SQL	Monthly		NIC
3	SNCU Online	200	53	3 Gb	Less than One GB	SQL	Daily		MoHFW
4	eAushadhi (including MNJY, MNDY)	1,80,000	20	10 Gb	2Gb	Oracle	Nil	Daily	CDAC
5	eUpkaran	50,000	10	10 Gb	2Gb	Oracle	Nil	Daily	CDAC
6	BSBY	4,000	15	2Gb	1.5 Gb	Oracle	Daily		DoIT
7	Raj e Office	80,000*	30	2Gb	Nil	Oracle	Nil	Daily	DoIT
8	mSNA	4,000	55	1-2 Gb	Less than One GB	my SQL	Monthly		External vendor
10	IAP	5,000	50	3 Gb	Less than One GB	my SQL	Daily		External vendor
11	CHRIS	10000	20	1 Gb	Less than One GB	SQL	Daily		External vendor

Update Rate: Rate at which data is getting uploaded into the system (Size of upload mentioned in rows and columns)

Refresh Rate: In systems where there is no regular data upload, the data gets refreshed on a timely basis mentioned in this column

**The size of data, number of rows and columns are approximate number to help bidder understand the size of the project

* Currently 10,000 to increase during the project to 70,000-80,000

The bidder is expected to manage up to 5 years of data (wherever available) at any point in time on the system

2. Development stack

SI No	Systems	Application server	Coding language
1	PCTS summary data	Windows server	Dot net
	PCTS line list	Windows server	Dot net
2	ASHA soft	Windows server	Dot net
3	SNCU Online	Tom cat – Web server	Java

4	eAushadhi (including MNJY, MNDY)	IBM websphere	Java
5	eUpkaran	IBM websphere	Java
6	BSBY	WAS	Java
7	Raj e Office	WAS	Java
8	mSNA	Tom Cat – Webserver	PHP and Java script
10	IAP	Apache Web server	PHP, ASP.NET, C#, Java based android app, MySQL Database
11	CHRIS (Computerized Human resource Information System)	Windows	ASP.NET

3. Sample data fields from systems: PCTS:

Total OPD	IPD Male	IPD Female	Deliveries at Institution	Live Birth Male	Live Birth Female	Still Birth	Special Newborn Care Units (SNCUs)	operation Major(General And Spinal anaesthesia)	operation Minor(No or Local anaesthesia)	No of Maternal Death	Infant death after 24 hrs of birth
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eAushadhi:

Available Stock Against Demand	Total Available Stock	Stock % Against Demand	Stock % Against EDL	Stock Out Against Demand [DDW Avail Qty]	Stock Out Against EDL [DDW Avail Qty]	Near Expiry in 2 Months	NA Hits For Selected Month	NA Drugs For Selected Month	Patient Count For Selected Month
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This data will be collected at a facility level and a facility * drug level

eUpkaran

STORE_CODE	# of Essential equipment	# of equipment available	# of non-functional equipment	# of non-functional, repairable equipment	# of non-functional, repairable equipment pending >3 months
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This data will be collected at a facility level and a facility * equipment level

BSBY:

Patient Name	Hospital Code	Hospital Name	Pkg Name	Pkg Category Name	Pkg Status Log	ID Type	Hospital Type	District Name	Modify Date	Pkg Rate	PCT S Code	Claim Status
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mSNA:

Total no. of Morning OPD Service in previous month	Total no. of Evening OPD Service in previous month	Total no. of Deliveries in previous month	If no of deliveries is less than 10, provide reason. Select Not Applicable, If No of deliveries is more than 10	IUCD insertion services provided at the facility	Are 15 test available at PHC	Reason for Non- Availability of Laboratory test. Select Not Applicable if all 15 tests are available
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Raj e Office:

Employee Name	Present Post	Date of Birth	Mobile Number	Email ID	SSO ID
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4. Sample output formats expected:

Year	2017	Month	Jan	District	Udaipur	Block	Salumbar				
Zone	Udaipur										
PCTS code	5320300900	Adharsh Phase	Adarsh Phase 1	PHC name	Jetana						
Performance metrics											
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
OPD	815	0	515	1261	1288	1372	1025	1035	1008	1007	1040
Deliveries	1	0	0	3	4	3	1	2	2	3	3
Immunization target	121		Immunization total	54							
ANC target	132		ANC registration	71		ANC 3 check-up	71				
			ANC T/A	54%		ANC 3 T/A	100%				
Input metrics											
Staff Availability											
# of mSNA visits	0		# of times closed	0							
# of officers visited	-		# of MOs absent	0							
Medicine Availability											
>50% drugs out-of-stock?	N		Reporting MNDY reg.?	Y		>10% drugs on low stock?	N				
>50% out-of-stock at DDW?	N		>50% S&S out-of-stock?	Y		# of NA hits	0				
Equipment status											
Total number of tests conducted	369		Types of test conducted	15							
Infrastructure											
PHCs functioning 24 X 7	N		Ambulance Available	Y							

		CHC											
		% facilities with OPD > 160 per day	% facilities with deliveries > 30 per month	% facilities with IPD > 175 per month	C-Secs (as % of deliveries)	Minor surgeries (as % of IPD)	Major surgeries (as % of IPD)	Surgeries (as % of IPD)	% of facilities enrolled under BSBY	% of BSBY claims (as a % of IPDs)	% of facilities with >50% drugs out-of-stock	% Facilities with >37 no of tests	
No of facilities		574	52%	56%	41%	1%	7%	4%	11%	71%	16%	50%	29%
RAJASTHAN													
Ajmer	22	36%	36%	23%	0%	8%	1%	9%	32%	9%	41%	27%	
Alwar	36	67%	50%	39%	0%	4%	0%	5%	89%	42%	56%	36%	
Banswara	21	24%	67%	62%	0%	10%	11%	20%	95%	17%	52%	29%	
Baran	12	67%	75%	67%	0%	13%	25%	38%	83%	32%	42%	33%	
Barmer	22	32%	64%	18%	0%	3%	0%	3%	86%	3%	73%	23%	
Bharatpur	17	76%	76%	65%	0%	4%	0%	4%	53%	21%	29%	24%	
Bhilwara	24	29%	54%	50%	1%	1%	3%	5%	88%	6%	50%	4%	
Bikaner	13	92%	92%	54%	0%	9%	3%	11%	100%	25%	8%	15%	

Benchmarks -->		50%	50%	10%	100		20%	67%
MEDICINE AVAILABILITY	Total # of facilities	% of facilities with >50% drugs out-of-stock	% of facilities with >50% out-of-stock drugs available at DDW	% of facilities with >10% drugs low on stock	# of NA hits	% of NA hits (of OPD)	% of facilities not reporting MNDY	MNDY users as % of OPD
RAJASTHAN	2975	52%	51%	13%	14056	0.1%	29%	49%
Ajmer	109	52%	52%	15%	1939	0.6%	22%	87%
Alwar	163	72%	70%	17%	3771	1.0%	36%	56%
Banswara	75	44%	44%	7%	9	0.0%	16%	65%
Baran	64	61%	56%	16%	49	0.0%	48%	49%
Barmer	125	64%	63%	11%	40	0.0%	47%	41%
Bharatpur	91	30%	30%	8%	24	0.0%	27%	37%
Bhilwara	100	46%	45%	18%	4	0.0%	14%	57%

5. Software should have the ability to show different types of charts including but not restricted to:

- Line graphs*
- Pie charts*
- Donut charts*
- Area charts*
- Funnel charts
- Bullet charts
- Bar graph*
- Scatter plot*
- Stem and plot
- Histogram*
- Frequency polygon
- Frequency curve*
- Cumulative frequency curves
- Heat Maps – Including Rajasthan specifically*
- Gauge charts
- Tables*
- Map charts with ability to capture geo tags*

All of the above charts are not mandatory, but those mandatory are marked in *

6. **Users:** There would be two types of users for this project:

- Users for Regular - monitoring and analysis reports – Static dashboards with basic data entry capability
 - **4,000+ users of 15-20 different user levels (State, district, block, function wise, medicine, equipment, tests etc.) – User License**
- Users for Adhoc - monitoring and analysis reports – Ability to create analysis/ dashboards as per requirement save and assign to users
 - **5 users – Admin License**

ANNEXURE-2 - COVERING LETTER OF THE BID

(To be submitted on the Company Letter head of the Tenderer, sealed and signed)

To,

Mission Director,

National Health Mission (NHM),

Rajasthan State Health Society

Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated..... No.....

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 30 days from the date of issue of Work Order.

Or

(strike out whichever is not applicable)

We have an existing office at Jaipur at the following address:

7. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.
8. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

ANNEXURE-3 - PRE- BID QUERIES FORMAT

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

Name of the Company/Firm: _____

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

Sl. No.	RFP Page No.	RFP clause No.	Clause Details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF/.doc/.docx). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority

ANNEXURE-4 - TENDER FORM

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

• **Addressed to:**

Name of the Tendering Authority	Mission Director, National Health Mission (NHM)
Address	Mission Director, National Health Mission (NHM), Rajasthan State Health Society, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
Telephone	Phone: 0141-2226995
Tele Fax	
Email	dsnrhm-jpr-rj@nic.in (clearly mention the NIT no. in the subject of the mail)

• **Firm Details:**

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick() mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/ Accreditation/ Affiliation, if Any				

- The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- The requisite NHM processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. /BG No. _____ dated _____.
- We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

ANNEXURE-5- BIDDER'S AUTHORIZATION CERTIFICATE

To,
Mission Director,
National Health Mission (NHM),
Rajasthan State Health Society
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

I/ We <Name/ Designation> hereby declare/ certify that <Name/ Designation> is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

ANNEXURE-6 - SELF-DECLARATION – NO BLACKLISTING

To,

Mission Director,

National Health Mission (NHM),

Rajasthan State Health Society

Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

In response to the NIB Ref. No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/

/2017 for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of

_____, I/ We hereby declare that presently our

Company/ firm _____, at the time of bidding: -

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last three years
- e. does not have any debarment by any other procuring entity
- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7 - CERTIFICATE OF CONFORMITY/ NO DEVIATION

To,
Mission Director,
National Health Mission (NHM),
Rajasthan State Health Society
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/ ___/2017]

CERTIFICATE

This is to certify that, the specifications of Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-8 - FINANCIAL BID FORMAT

(To be filled by the bidder in BoQ (.XLS file) on eProc website with a cover letter on his Letter head)

To,

Mission Director,

National Health Mission (NHM),

Rajasthan State Health Society

Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as "System Integrator/ Implementing Agency/ Selected Bidder" as per the defined Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. We hereby offer our best price as per the details below and would be valid as per the details mentioned in the NIT.

I/ We undertake that the prices are in conformity with the specifications/ requirements prescribed. The price quoted is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/ duties as asked in the financial bid

I/ We undertake, if our bid is accepted, to deliver the goods and services in accordance with the requirements of NHM mentioned in the bidding document.

I/ We hereby declare that, in case, the contract is awarded to us, we will submit the performance security for the due performance of contract and in the form prescribed by NHM.

I/ We agree to abide by this bid for a period of days specified in NIT, after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

Financial Bid Format (Rates to be entered in Eproc Portal Only)

Item No.	Item Description	Qty.	Units	Per Unit Rate in INR (incl. all incidental charges and all Taxes but excl. GST)	Total (incl. all incidental charges and all Taxes but excl. GST)
1	2	3	4	5	6=5X3
1.	Design, Development and Deployment of all components of Integrated MIS as per Scope of Work & FRS (including any third party product and Data Migration)	1	As required		
2.	Support & Maintenance Cost of Integrated MIS Software Solution for one and half year	1	Year		
3.	Cost of Providing Training on Software solution as per scope of Work for 60 persons				
4.	Composite man-month rates of resources to handle Change requests after end of project period for another 12 months (This value will not add on total project cost)		Man-Month		
***Sub-Total in Figures					
***Sub-Total in Words					
Note-					
1. Taxes shall be paid as applicable.					
2. Wherever per unit cost has been asked, payment shall be made on actual work done.					
3. Cost of any additional hardware/ tool required to prove the functionality as per Scope of Work is to be included in item no. 1 and no separate/ additional cost will be claimed by the bidder.					

ANNEXURE-10 - DRAFT AGREEMENT FORMAT

This Contract is made and entered into on this _____ day of _____, 2017 by and between National Health Mission (NHM), having its head office at Rajasthan State Health Society, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (herein after referred to as Purchaser/ NHM) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by NHM along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by NHM to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in the Work Order thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The NHM do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the NHM will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each

and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery of services and/ or installation period/ completion period of services with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works/ services which supplier has failed to supply/ install/ complete: -

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2017.

Signed By:	Signed By:
() Designation: Company:	
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation:
() Designation: Company:	() Designation:

ANNEXURE-11 - FORMAT FOR SUBMISSION OF PROJECT REFERENCES (for pre-qualification experience)

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
Scope of work (including the details of modules implemented if applicable)	

Please attach a copy of the work order/completion certificate/purchase order/ letter from the customer for each project reference

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

ANNEXURE-12 - EXPECTED QUALIFICATION OF MANPOWER RESOURCES

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

S. No.	Role	Location	Desirable Qualification and Experience
1	Team Lead (Lead of Software Development team)	Offsite	• B.E/ B.Tech. • Having at least 5+ years of post-qualification relevant work experience in design and development of customized IT applications • 4+ years' experience working through the design, development, release (SDLC) cycle delivering software application projects • 2+ years of experience in managing a team size of more than 15 developers in the capacity of Team Leader / Project Manager • At Least 2 years of experience in a ISO 9001 Level 3 Firm • Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain
2	Senior Developer	Offsite	• B.E/ B.Tech/ MCA/ M.Sc (CS/ IT)/ MCA/ M.Tech. • Fluency in English/ Hindi • 4+ years of post-qualification and relevant work experience as Software Development • At Least 1 year of experience in a ISO 9001 3 Firm
3	Business Analyst	Offsite	• B.E/ B.Tech/ M.Sc (CS/ IT)/ MCA/ M.Tech. /MBA • Having at least 4+ years of post-qualification relevant work experience as Business Analyst • At Least 1 year of experience in a ISO 9001 Firm • Should have preferably done one project in State Industrial Development Corporation Domain
4	Developer	Offsite	• B.E/ B.Tech/ MCA/ M.Sc (CS/ IT)/ MCA/ M.Tech. • Fluency in English/ Hindi • 3+ years of post-qualification and relevant work experience as Software Development • At Least 1 year of experience in a CMMI Level 3 Firm
5	Subject Matter Expert	On call	• MBBS / Postgraduate Degree / Diploma in Hospital Management • Fluency in English/ Hindi • 3+ years of post-qualification and relevant work experience in Hospital Management
6	Database Administrator	Offsite	• B.E. / B. Tech (in IT / Computer Science / Computer Engg.) / MCA from recognized Institutes • At least 5-year total experience in software development field • At Least 2 years of experience as DBA in a CMMI Level 3

			Firm
7	QA and Testing Engineer	Offsite	• B.E/ B.Tech/ MCA/ M.Sc (CS/ IT)/ MCA/ M.Tech. • Fluency in English/ Hindi • 2+ years of post-qualification and relevant work experience as Software Development/ Testing
8	Helpdesk Executive	Offsite	• Graduate in any discipline from a Govt. recognized university • Fluency in English/ Hindi • 1+ years of relevant work experience in desired field

ANNEXURE 13- FORMAT FOR CVs OF KEY PROFILES

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications:	
• Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: • Organizations worked for in the past • Organization name • Duration and dates of entry and exit • Designation • Location(s) • Key responsibilities • Prior project experience • Project name • Client • Key project features in brief • Location of the project • Designation • Role • Responsibilities and activities • Duration of the project • Total team size Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if read/write/both)	

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

ANNEXURE-14- MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

- Particulars of appellant:
 - Name of the appellant: <please specify>
 - Official address, if any: <please specify>
 - Residential address: <please specify>
- Name and address of the respondent(s):
 - <please specify>
 - <please specify>
 - <please specify>
- Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
- If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
- Number of affidavits and documents enclosed with the appeal: <please specify>
- Grounds of appeal (supported by an affidavit): <please specify>
- Prayer: <please specify>

Place

Date

Appellant's Signature

ANNEXURE-16- TECHNICAL PROPOSAL

This section should present bidders' proposed solution meeting technical and functional requirements outlined in this RFP document. Bidders are required to present sound, complete, and competent technical and functional architecture solution and are expected to address the various technical / functional parameters mentioned in this RFP document in their proposed solution. The section should also include the Bill of Materials (BOM) for all the software components, products and tools that are proposed for the application development, testing, deployment and maintenance. The solution description should minimally include the following:

- a) Bidder's understanding of the requirements as stated in the RFP. Compliance to all the functional requirements as specified in the RFP.
- b) Detailed Solution design: Should be presented in the following format
 - Development approach, methodology and plan
 - Testing approach, methodology and plan
 - Project Governance and reporting structure
 - Training and Change management approach, methodology and plan including Training schedule, content and handouts, trainer's profile, batch size and infrastructure plan
 - Integration with SMS, Payment, Email and other software
 - Details of Deliverables along with timelines
 - Detailed Work plan and Staffing Plan
 - a. The Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. in Microsoft Project/Excel format for carrying out the scope of work activities.
 - b. The project plan should clearly indicate the deliverables at each milestone in the project and staffing deployment of all resources.
 - c. Work plan:

No	Activity/Deliverable	Weeks													
		1	2	3	4	5	6	7	8	9	10	11	12	N	
1															
2															
N															

- d. Staffing plan

No	Name of Staff	Staff input in Weeks(in the form of a bar chart)														Total staff man-months proposed	Key responsibilities/ Tasks/ Deliverables
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total		
1																	

N																			
															Total				

- Team Composition and Task Assignments

The Bidder should provide the summary table of details of the manpower that will be deployed on this project in following format along with detailed CVs of key personnel in format provided in annexure 13 ("Detailed CV format for proposed staff").

Resource Category	Proposed number of staff	Qualifications	Experience	Name	Area of Expertise	Position Assigned	Task Assigned

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

ANNEXURE-17 - MANUFACTURER'S AUTHORIZATION FORM (MAF)

(This form has to be provided by the OEMs of the third party products being proposed by bidder on OEMs letter head)

To,

Mission Director,

National Health Mission (NHM),

Rajasthan State Health Society

Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Subject: Issue of the Manufacturer's Authorization Form (MAF)

[Reference No. F.32 (154)/NRHM/CSR/MIS Integration/___ Dated: ___/___/2017]

Sir,

We <name and address of the OEM> who are established and reputed original equipment manufacturers (OEMs) having factories at <addresses of manufacturing location> do hereby authorize <M/s _____> who is our <Distributor/ Channel Partner/ Retailer/ Others <please specify> to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Hardware/ Software manufactured by us: -

<OEM will mention the details of all the proposed product(s) with their make/ model>

We undertake to provide OEM Warranty/ Support/ ATS for the offered Hardware/ Software for the entire project contract period as per this Bidding document. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal: