2026

Request for Proposal (RFP)

For

Facility Management Services (FMS) and Technical Support Services under the IHMS project

(Single Source Procurement)

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Abbreviations & Definitions

Agreement	The Agreement to be signed between the successful bidder and RISL.
AMC	Annual Maintenance Contract
Authorized 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.
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 Bid / Request for Proposal / Notice Inviting Tender and which is participating in the Bid. Also called offer or quoter.
BoM	Bill of Material
CHC	Community Health Center
CMC	Contract Monitoring Committee
CMS	Content Management System
Contract	The "Contract" means a legally enforceable agreement entered into between RajCOMP Info Services Limited (RISL) and the Selected Bidder(s) with mutual obligations.
Contract/ Project Period	The expected Contract/ Project Period is Six Months which shall commence from the date of signing of Agreement, including development/customization and FMS.
COTS	Commercial Off the Shelf
Day	"Day" means a Calendar Day
DH	District Hospital
DHFW	Department of Medical, Health & Family Welfare, Government of Rajasthan
DICOM	Digital Imaging and Communications in Medicine
DMS	Document Management System
DoIT&C,	Department of Information Technology and

GoR	Communication, Government of Rajasthan
EHR	Electronic Health Record/ Shared Electronic Health Record means an electronic record of health-related information on an individual that conforms to nationally recognized interoperability standards and that can be created, managed, and consulted by authorized clinicians and staff across more than one health care organization
EMD	Earnest Money Deposit
EMR	Electronic Medical Record
EMS	Enterprise Management System
Episode	Any interaction of patient/ individual with iHMS (multiple interactions of a patient/ individual will be treated as multiple episodes)
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
HIE	Health Information Exchange or Health Exchange Platform
HIMS	Hospital Information Management System
HIS	Hospital Information System
HMS	Health Management System
IA	Implementing Agency
INR	Indian Rupee
IP	Inpatient
IPD	In-Patient Department
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidder

LCBS	Least Cost Based Selection Method (L1)
LD	Liquidated Damages
LoI	Letter of Intent
M&H Dept	Same as DHFW
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
NHM	National Health Mission
NIT	Notice Inviting Tender
NMS	Network Management System
OEM	Original Equipment Manufacturer
OP	Outpatient
OPD	Out-Patient Department
OT	Operation Theatre
PACS	Picture Archiving and Communication System
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
PHR	Personal Health Record is an electronic record of health-related information on an individual that conforms to nationally recognized interoperability standards and that can be drawn from multiple sources while being managed, shared, and controlled by the individual
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	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

Authority	called buyer. RajCOMP Info Services Limited (RISL) 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 bidder, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Ltd.
RMRS	Rajasthan Medicare Relief Society
BSDC	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".
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 RISL for completing the services/ work mentioned in this bidding document.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is RISL 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
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order

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

RFP for Facility Management Services (FMS) and Technical Support Services under the IHMS project

Reference No.: F4.2(266)/RISL/Tech/2016/3317
Unique Bid No.: RIS2627SLSS00058 Date: 28.09.2026

Name & Address of the Procuring Entity	• Name: RajCOMP Info Services Limited (RISL) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	• Name: Shri Pradumna Dixit • Designation: System Analyst (Joint Director), DoIT&C • Address: Room No.101, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) • Email: IHMS@rajasthan.gov.in
Subject Matter of Procurement	Hiring services through Single Source Procurement for Upgradation and FMS for existing IHMS Application
Bid Procedure	Single Stage- Single Envelop Bid Procedure
Bid Evaluation Criteria (Selection Method)	Single Source Procurement
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in • Bidding document fee: Rs. 1000/- (Rupees One Thousand only) in Cash/ Demand Draft/ Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur". • RISL Processing Fee: Rs. 1500/- (Rupees One Thousand Five Hundred only) in Demand Draft/Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	**2,44,50,000/- inclusive of GST** **(Rs. Two crores forty four lakhs fifty thousand only)**
Period of Sale of Bidding Document (Start/ End Date)	Only to M/s Ohum Healthcare Solutions Pvt. Ltd. under Single Source Procurement Start Date: 28/09/2026 from 05:30 PM. End Date: 30/09/2026 till 11:30 AM
Manner, Start/ End Date for the submission of	• Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 28/09/2026 from 05:30 PM

Bids	End Date: 30/09/2026 till 11:30 AM
Submission of Banker's Cheque/ Demand Draft for Tender Fee and Processing Fee*	Upto 30/09/2026 till 12:15 AM
Date/ Time/ Place of Bid Opening	• 30/09/2026 at 12:30 PM • Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Bid Validity	90 days from the bid submission deadline

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats for techno commercial proposal. However, DD for Tender Fees and RISL Processing Fees 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 and RISL Processing Fee upto time mentioned above in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." 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, Safe crypt, 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) RISL 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, RISL, 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 RTPPA 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 RTPP Act 2012 and Rules thereto, the later shall prevail.

(Pradumna Dixit)
System Analyst (Joint Director)

1. Project Profile

1.1 Project Background

RajComp Info Services Ltd has got IHMS application developed and now is available to government facilities.

1.2 Project Objectives

The overall objective of the project is to provide uninterrupted services for smooth functions of IHMS application to the public health facilities & patients coming to the facility for getting the treatment across the state.

1.3 Stakeholders (Audience/ Beneficiaries)

1. Citizen / Residents / Patients
2. Hospitals
3. Doctors
4. Hospital Staff
5. Training Institutions and Researchers
6. Department of Medical, Health and Family Welfare
7. Medical Education Department
8. DoIT&C
9. RISL
10. BSDC
11. Others

1.4 Required Resources for the Services

Bidder shall be responsible for providing the Services for implementation of IHMS application as per requirement of the project and relevant resources should be deployed for six months. The resources deployed by the Bidder for this project shall be qualified and experienced, with specialization in identified technologies/ products. Minimum qualification criteria for key resources are provided in table of this RFP, the bidder are expected to comply these qualification criteria and deploy resources accordingly. Depending upon the project needs, it is expected that adequate resources need to be deployed by the bidder for the entire contract period.

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

M/s Ohum Healthcare Solutions Pvt. Ltd. referred as "bidder" hereafter shall possess the following minimum qualification/ eligibility criteria.

S. No	Basic Requirement	Specific Requirements	Documents Required

1.	Legal Entity	The Company / Lead Proponent and non-lead member (in case of consortium) 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.	Net Worth	Bidder should have a positive Net Worth as on 31st March 2026.	Statutory Auditor/ CA Certificate with Registration Number/ Seal (refer annexure 1)
3.	GST registration and clearance	The bidder must possess a valid: - a. GST Registration Certificate b. Service Tax Registration Certificate c.Income Tax Registration/ PAN	a. Copies of relevant certificates of Registration b. GST clearance certificate (if Service Tax is Applicable) from the Commercial Taxes Officer of the Circle concerned.
4.	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	A self-certificate letter as per Annexure-6

		legal proceedings for any of the foregoing reasons; b. Not have, and their directors and officers do 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. Complies with the code of integrity as specified in the bidding document	

Note: Bidder 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.

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

The project is for the period of Six Months.

3.1 Scope of Work

1. Providing Functional maintenance support for the existing solution IHMS.
2. Providing Technical Support for Horizontal scale up of IHMS application with current functionality for maximum adoption.
3. Data Cleansing and Database Optimization

4. Customization of all modules hosted under existing IHMS based on the urgent/ immediate functional requirements from the Medical facilities.
5. Customization of existing modules:
    - 5.1. Integration of IHMS and MAA (IPD)
    - 5.2. Integration of IHMS and RGHS (OPD and IPD)
    - 5.3. IHMS Outreach
    - 5.4. Queue Management System for Hospitals
        - 5.4.1. Department wise token generation
        - 5.4.2. Queue display
        - 5.4.3. Doctor Mobile App (Android & iOS)
        - 5.4.4. HelpDesk Mobile App (Android & iOS)
        - 5.4.5. Appointment App (Android & iOS)
    - 5.5. Integration of IHMS with e-Aushadhi (Upgradation and Horizontal Scaling)
        - 5.5.1. Indent, Receive, Return, Annual Demand
        - 5.5.2. Auto indent generation/ push model
        - 5.5.3. Reports
    - 5.6. Pharmacy Management System (Upgradation and Horizontal Scaling)
        - 5.6.1. Simplified screen for drug dispensing
    - 5.7. Inventory Management System (Upgradation)
        - 5.7.1. Manage hospital inventory store wise
    - 5.8. In Patient Management System (Upgradation- ME)
        - 5.8.1. Discharge Management System
        - 5.8.2. Nursing Mobile App (Android & iOS) for discharge slip
        - 5.8.3. Bed Management System
    - 5.9. Machine Integrations (Laboratory) (Upgradation and Maintenance of integrated machines)
    - 5.10. Reports and Analytics (New)
    - 5.11. Server Migration on latest stable versions (New and Urgent)
    - 5.12. DR Setup (Urgent)
6. Maintenance of the third-party tool.
    - 6.1. E.g. ODK
7. Integrations like
    - 7.1. PCTS
    - 7.2. Other portals depending on resource availability
8. New Urgent Developments, depending on resource availability
9. This team will handle FMS of existing functionalities of IHMS too
10. Non-Functional Requirements
    - 10.1. Necessary support in regular load and performance testing
    - 10.2. Necessary support in regular security audit
    - 10.3. Necessary support in regular source code audit
11. Other activities:
    - 11.1. The Bidder shall provide Support and Maintenance (FMS) services for Six Months for IHMS application (Web & Mobile application and Web portal), other components and all the modules of the IHMS application Day to Day reported issues and escalations.
    - 11.2. Overall administration, operations, monitoring, maintenance of the deployed IHMS application (Web portal and Web & Mobile Application) and the Database to ensure the desired uptime.
    - 11.3. The Bidder shall do integration with AI modules with existing IHMS application.
    - 11.4. The Bidder, to make necessary changes in the UI/UX, layout, colour schema, MIS reports format, input forms layout etc. to make this application more interactive and

light weight at client end. The Bidder shall be responsible to make these changes at No extra cost to department/RISL.

11.5. Selected Bidder shall support & facilitate in migration of existing database of IHMS application to new version of IHMS application. RISL shall support in providing the necessary approvals for migration.

11.6. Selected Bidder may explore the functionalities to function the application in offline mode with consultation of respective departments.

11.7. The Bidder shall have to deliver certain key deliverables under FMS services which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, The Bidder shall prepare and submit all other required information in the desirable format as notified by the department related to project.

11.8. During project execution if any new minor requirement is identified, the bidder shall be responsible to design, develop and customization of IHMS as per the new requirement without any extra cost.

11.9. Necessary support in implementation of remaining health facilities.

12. The Selected Bidder shall provide support on following activities –

a) Changes in IHMS Software solution as per instructions of RISL/Stakeholders

b) Defect Fixing reported by RISL/Stakeholders

c) Develop and modified of IHMS application as per new requirement identified by the respective stakeholders.

d) Support required to update Web Application, Mobile Application and Web Portal.

e) Maintain version control project documents (SRS, FRS, System Design Document with ER Diagram, System Architecture Document) of existing software based on the changes done in the application and web site content and database. Source Code Best Practices should be followed.

f) The Department shall be provided in protected environment with read-only access to the live source code, strictly limited to a designated Officer-in-Charge. Such access shall be permitted solely for review and audit purposes only within a protected environment. The Department and its designated Officer-in-Charge shall ensure that the source code is not misused or disclosed, or shared with unauthorized person during the project duration from the perspective of security of the critical healthcare system.

g) Download definitions/ patches/ updates/ service packs of the deployed third-party tools/ middleware Software, this includes infrastructure at BSDC Jaipur.

h) The Bidder shall have to support and complete the compliance of the security audits.

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

j) Support services included in the Facility Management Services which leads day to day operation of IHMS application at implemented facilities, their reported issues, handholding on the IHMS application etc.

13. All source code, configuration templates, build scripts, database scripts, deployment scripts and technical documentation shall be maintained in a repository controlled by

RISL/DoIT&C from the commencement of the contract. The selected bidder shall have controlled contributor access only. No production release shall be accepted unless the corresponding source code, build artefacts and deployment documentation are committed/tagged in the Government-controlled repository.

3.2 Technical Helpdesk Support (Incident/ Problem Management)

1) The Selected Bidder shall maintain helpdesk management system (web enabled with SMS and e-Mail based alert system) or Helpdesk call management and SLA reporting.
2) Helpdesk should be able to perform:
   a) Handle teething issues of the stakeholder's users and citizens / patients through the Grievance Module only.
   b) Reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
   c) Helpdesk staff shall escalate the problem to designated authority.
   d) Tickets raised on the grievance portal shall be closed through Grievance module available on the citizen portal of IHMS.
   e) Need to encourage the Grievance Redressal Modules for utilization of complaint logding.
   f) Support in online dashboard required for the grievance redressal in the IHMS.
   g) Helpdesk executives shall ensure no ticket is left for more than standard ticket turnaround time.

   The Bidder shall maintain helpdesk management system (web enabled with e-Mail based alert system) or Helpdesk call management and SLA reporting. Helpdesk should be able to perform:

   (1) Handle teething issues of the stakeholder's users and citizens / patients through the Grievance Module only.
   (2) Reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
   (3) Helpdesk staff shall escalate the problem to designated authority.
   (4) Need to encourage the Grievance Redressal Module for utilization of compliant lodging.
   (5) Support in online dashboard required for the grievance redressal in the IHMS.
   (6) Helpdesk executives shall ensure no ticket is left for more than standard ticket turnaround time.

3.3 Machine Integration

The bidder shall provide requisite support and development in integration of Medical Equipment's / Devices (Machines) with the IHMS Application without any extra cost to purchaser.

3.4 Deployment of project team during period of the project

1) Proposed project team is mentioned in table in Annexure-8.
    a. The above breakup of resources is tentative. Quantity of resources in each category may be decreased or increased at any point of time depending on the project requirements; however, payment shall be made as per actuals, and the total amount paid shall not exceed the work order amount.
2) The minimum required technical qualifications and experience details for the onsite/offsite resources are provided in Annexure-14 of this RFP document.
3) The Selected Bidder shall deploy a team (mix of onsite + offsite), as specified in work order, for project within seven (07) days of date of Signing of Agreement. Quantity of each resource type may vary in the actual work order.
4) Also, it would be the responsibility of the 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 (within 10 days) with another resource of equivalent minimum qualifications and experience. All such events should be notified prior to RISL and should be in accordance with the SLAs as per RFP.
5) During and after the end of the project period, the Selected Bidder shall refrain from canvassing RISL and any of its associates with any claim for employment of the Selected Bidder's personnel deployed under the project.
6) The staff provided by the selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL and other stakeholders from time to time.
7) The bidder has to deploy the manpower with proper verification and as per the eligibility criteria defined in the RFP.
8) RISL must ensure resource eligibility and relevant experience before deployment in the project.
9) The Selected Bidder has to take approval from RISL for the proposed staff before their deployment. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

3.5 Roles and Responsibilities

3.5.1 Responsibilities of RISL:

Role of RISL in the successful implementation of the solution includes discharging the following responsibilities:

a) Contract shall be monitored by RISL from time to time.

b) Coordinate with BSDC Operator, other stakeholders of the project and other government agencies.

c) Conduct review meetings at regular intervals to monitor the progress of the project.

d) Provide functional requirement for SRS through medical departments.

e) Deploy hardware and necessary development stack to Rajasthan State Data Center for development of IHMS solution.

f) Review, provide feedback and approve the solution design, software design, implementation approach, and other technical documents submitted by the Selected Bidder.

g) Oversee the proposed training plan.

h) Review and approve payments to the Selected Bidder as per SLA.

i) Provide any other help/ assistance/ co-ordination required for successful implementation and operations of the work/ project.

j) Shall coordinate with the selected bidder for timely completion of project activities.

k) Shall review the project progress, project documents prepared by the bidder, conduct joint or individual inspections for the application workflow in the public health facilities

l) Provide functional requirements and inputs on the project requirements.

3.5.2 Responsibilities of Selected Bidder:

a) The detailed role & responsibilities of Selected Bidder has already been described in the scope of work chapter 6 of this RFP.

b) Provide computing infrastructure to all the deployed team members.

c) Bidder to report the project management unit as well.

3.5.3 Bhamashah State Data Centre (BSDC):

a) BSDC under Department of IT & C, is the focal point of IHMS ICT infrastructure. The core infrastructure of Software solution (Web Application, Mobile Application and Web Portal) is expected to be hosted at the BSDC. The data collected from all empaneled hospitals (public and private) covered under IHMS will be centrally stored at the BSDC.

b) BSDC shall provide all relevant services and infrastructure required for efficient delivery of G2G and G2C services through iHMS.

c) BSDC will provide infrastructure such as firewall, Intrusion Detection/ Prevention, service, directory service, management and data storage services, which could be a shared infrastructure to all the applications /departments in the BSDC.

3.6 Development Stack for the software solution already available in BSDC

a) 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.

b) Open source / freeware shall be allowed only after due permission.

3.7 Project Deliverables, Timelines & Payment Terms

Selected Bidder is expected to carry out all groundwork for facility management & implementation including documentation, coordination with RISL and other stakeholders of the project etc. These reports or deliverables are to be submitted timely by Selected Bidder to RISL 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 / PPT / document desired by RISL related to IHMS other than defined in this section.

T0=Issue of LOA & Signing of Agreement

Quarterly invoices will be submitted by the bidder.

Quarterly Deliverables to be submitted by the Bidder:

a) Updated Source Code with Build release report
b) Bugs, Error Identification Closer Report
c) Security Audit Clearance, if directed
d) Build Release Report along with Application Changes report
e) Technical Architecture Documents.
f) API documentation, authentication mechanisms, and integration notes.
g) Database Cleansing and optimization report along with Standard Operating Procedures (SOPs) for daily maintenance, backup and restore procedures.
h) Access credentials to all servers (staging, UAT, production), and relevant dashboards.
i) Grievance Redressal Helpdesk Monitoring (Ticket opened/ closed / In progress) module Management report.
j) Application Health Monitoring & Deployment scripts or automation files, if any.
k) Any updated user manuals as per system updation requirements
l) Preparation of coffee table book for the successfully IHMS implementation, If directed for that quarter.
m) Trainings done report (if any)

n) Quarterly attendance & performance satisfactory certificate

o) Details of all third-party tools/libraries used and their license information.

Support During Transition:

a) Provide team with handholding support during the transition period.
b) Application architecture and code walk-through.
c) Address any queries or clarifications raised during this period.

3.8 Hours of Operation (Help Desk):

a) Selected bidder will ensure manpower helpdesk services is available from 7.00 AM to 11.00 PM as per working days of hospitals.

b) In Night and on holidays, at least one helpdesk manpower will be available.

c) The problems encountered during the usage of the IHMS Software solution would be reported at the Helpdesk established by the Selected Bidder This would enable the Helpdesk staff to log complaints and take action as per the severity of the reported problem.

d) For critical complaints, team will work on non-working days too.

4. Instruction to Bidder & Bidding process

1.

4.1 Reasons for Single Source Procurement

Following are the reasons for going for above proposed mode:-

1. The IHMS application is a Commercial Off-The-Shelf (COTS) product developed by M/s Ohum Healthcare Pvt. Ltd. and customized specifically for the requirements of the Government of Rajasthan in 2017. Since its initial deployment in 2017, M/s Ohum Healthcare Pvt. Ltd. has been continuously providing frontend and backend application support, maintenance, customization and development services for IHMS, in accordance with the evolving functional and operational requirements of the stakeholder departments.
2. Over the course of the project, Ohum has contributed consistently—either as a member of a consortium or through manpower deployment arrangements under a Term Lease Agreement (TLA) facilitated by RISL.
3. Now, the ongoing contract of 'Hiring Services for Upgradation and FMS for existing IHMS' with M/s Ohum Healthcare Pvt. Ltd. through Single Source Procurement is expiring on 29.09.2026.
4. Extreme Operational Criticality and State-wide Public Reliance:
    a) Scale of Deployment: IHMS forms the primary digital backbone of Rajasthan's healthcare administration, covering over 6,000 to 7,000 government medical institutions (tertiary medical colleges like SMS Hospital, district hospitals, sub-divisional hospitals, CHCs, and PHCs), over 18,000 grassroots Sub-Centres via IHMS Outreach, and 3,000+ AYUSH institutions.
    b) Daily Citizen Impact: The application processes between 6.0 to 6.5 lakh OPD/IPD patient visits every day.
    c) Clinical Interdependence: A sudden lapse in FMS may halt critical hospital workflows: patient registration counters, inpatient bed allocations, emergency trauma triage, diagnostic laboratory equipment outputs, and algorithmic drug indenting across 2,000+ e-aushadhi pharmacy stores.
    d) National Platform Compliance: The platform anchors the state's Ayushman Bharat Digital Mission (ABDM) framework, having generated over 7.0 crore ABHA profiles and linked over 5.33 crore electronic health records.
5. Initiating an open tender for IHMS 2.0 requires an estimated 4 to 5 months for bid processing and award, followed by an additional 5 to 8 months for vendor onboarding, infrastructure setup, and stabilization (total transition span of 9 to 13 months).
6. Under contract terms, exit management requires a minimum transition period of 3 months. Because neither the full-scale System Integrator nor the proposed Application Management Team (AMT) has taken operational charge, an immediate exit by M/s Ohum Healthcare on 28.09.2026 may collapse hospital IT infrastructure state-wide. Ohum is the existing technical maintainer and possesses accumulated system-specific knowledge, and an immediate transition without adequate KT and stabilization creates operational risk.

7. The IHMS team is currently involved in horizontal scale-up activities to enhance the system's functionality and extend its reach. This scale-up is a continuous process. In light of this, it is essential to retain the existing Facility Management Services (FMS) support beyond 28.09.2026 to ensure operational continuity, system stability, and uninterrupted progress of ongoing initiatives.
8. The currently operational system contains extensive Ohum-developed application knowledge, configurations, interfaces, customizations and historical implementation knowledge. A transition to another agency would require controlled knowledge transfer, technical discovery, validation, environment reconstruction and stabilization before independent FMS could safely commence.
9. IHMS is a large-scale integrated healthcare application comprising multiple interconnected functional modules, databases, external interfaces, medical-device integrations and facility-level workflows. Changes in one component may have dependencies on other application modules, interfaces, database structures and downstream systems. Accordingly, effective FMS requires detailed knowledge of the existing application architecture, source code, database schema, configuration, integration interfaces, deployment architecture and historical change baseline.
10. An immediate replacement of the current software solution may adversely impact user experience for thousands of existing users. Such a transition could affect system usability and adoption in the short to medium term, potentially leading to operational disruptions and additional costs due to delayed adoption.
11. Single Source Procurement will maintain standardization and compatibility of the technology used in the development of the system (in accordance with the provisions in section 31(1) of RTPP Act 2012 and Rules there under).
12. The IHMS application has been operational since 2017 and has undergone continuous functional expansion, integration and performance enhancement over the intervening period. The present system represents the cumulative outcome of multiple years of application development, customization, integration and operational stabilization across a large number of healthcare facilities.

4.2 Sale of Bidding/ Tender Documents

a. The sale of bidding documents shall commence from the date of publication of Notice Inviting Bid (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidder shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
b. The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

c. Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

4.3 Clarifications

a. The Bidder shall seek any clarification in formal writing from the procuring entity in respect of the bidding documents.
b. The meeting's minutes and response, if any, shall be provided promptly to the Bidder.

4.4 Changes in the Bidding Document

a. At any time, prior to the deadline for submission of Bid, 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 Bid, extend such time limit in order to allow the bidder sufficient time to consider the clarification or modification, as the case may be, while submitting the Bid.

4.5 Format and Signing of Bid

a. Bidder must submit their bid on eproc.rajasthan.gov.in.
b. All the documents uploaded should be digitally signed with the DSC of authorized signatory.
c. A Single Stage-One part/ cover system shall be followed for the Bid: -
   I. Technical Bid, including fee details, eligibility & technical documents.
   II. Financial Bid
      a. The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Technical Documents		
2.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-5 (PDF)

3.	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)
4.	Self-declaration	As per Annexure-6 (PDF)
5.	Certificate of Conformity/ No Deviation	As per Annexure-7
6.	Covering Letter	On bidder's letter head duly authorized signatory as per Annexure-2

Financial bid shall include the following documents: -

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

b. 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/ content may lead to the rejections of the Bid submitted by the bidder.

4.6 Period of Validity of Bid

a. Bid submitted by the bidder shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

b. Prior to the expiry of the period of validity of Bid, the procuring entity, in exceptional circumstances, may request the bidder 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.

4.7 Cost & Language of Bidding

a. 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.

b. 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.

4.8 Deadline for the submission of Bid

a. Bid shall be received on eproc.rajasthan.gov.in and up to the time and date specified in the NIB.
b. Normally, the date of submission and opening of the Bid 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 bidder for preparation of Bid 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 bidder for preparation and submission of the bid. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of the initial bidding document. If, in the office of the Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.

4.9 Withdrawal, Substitution, and Modification of Bid

a. If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).
b. A bid withdrawn shall not be opened and processed further.

4.10 Opening of Bid

a. The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidder or their authorized representatives who choose to be present.
b. The committee may co-opt experienced people in the committee to conduct the process of Bid opening.
c. The committee shall prepare a list of the bidder, or their representatives attending the opening of Bid 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 the Bid opening committee with the date and time of opening of the Bid.

d. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the eproc.rajasthan.gov.in.

e. The committee shall conduct a preliminary scrutiny of the opened technical Bid to assess the prima-facie responsiveness and ensure that the: -
   - bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable).
   - bid is valid for the period specified in the bidding document.
   - bid is unconditional and the bidder has agreed to give the required performance security; and
   - other conditions, as specified in the bidding document, are fulfilled.
   - any other information which the committee may consider appropriate.

f. No Bid shall be rejected at the time of Bid opening except the Bid not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

4.11 Selection Method

Being a single source method, the bid may be accepted for its financial quote or agreed price after negotiations, as the case may be.

4.12 Clarification of Bid

a. To assist in the examination, evaluation, comparison and qualification of the Bid, the bid evaluation committee may, at its discretion, ask any bidder for clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through email.

b. Any clarification submitted by a bidder regarding 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 Bid.

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.

4.13 Evaluation & Tabulation of Technical Bid

4.13.1 Determination of Responsiveness

1) 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.
2) 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.
   d. required in the bidding document.
3) A material deviation, reservation, or omission is one that,
   a) if accepted, shall: -
      i. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      ii. 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 another bidder presenting responsive Bid.
4) The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of the bidding document have been met without any material deviation, reservation, or omission.
5) 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.

4.13.2 Non-material Non-conformities in Bid

a. 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.
b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate,

VAT/ CST clearance certificate, ISO/ CMMI Certificates, etc. within a reasonable period. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions based on the information or documentation received from the bidder under (b) above.

4.13.3 Evaluation & Tabulation of Financial Bid

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 Bid: -

a. The financial Bid of the bidder 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 bidder or their representatives who choose to be present.
b. The process of opening of the financial Bid shall be similar to that of technical Bid.
c. The name of the bidder, the rates given by them, and conditions put in, if any, shall be read out and recorded.
d. conditional bids are liable to be rejected.
e. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per the law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
f. 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.

4.13.4 Correction of Arithmetic Errors in Financial Bid

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bid, 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.

4.13.5 Negotiations

a. Except in the 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 the 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 Bid 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 Bid shall be invited.

4.13.6 Exclusion of Bid/ Disqualification

A procuring entity shall exclude/ disqualify a Bid, if: -

1. The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
2. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
3. The bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the

bidding document.

4. The Bid materially departs from the requirements specified in the bidding document or it contains false information.
5. The bidder, submitting the Bid, his agent or anyone 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.
6. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
7. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
8. 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.

4.13.7 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 the 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 Bid shall be taken within original validity period of Bid 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 the decision, the matter shall be referred to the next higher authority in the 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 based on qualification criteria fixed for the bidder 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 a 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 bidder who's Bid could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

4.13.8 Information and publication of award

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

4.13.9 Procuring entity's right to accept or reject any or all Bid

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

4.13.10 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 a change in circumstances, the bidder shall not be entitled for any claim or compensation.

4.13.11 Performance Security

1. Prior to execution of agreement, Performance security shall be solicited from all successful bidder 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.

2. 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.
   a. Performance security shall be furnished in any one of the following forms: -
      I. deposit though eGRAS;
      II. Bank Draft or Banker's Cheque of a scheduled bank.
      III. 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 Postmaster.
      IV. Bank guarantee/s of a scheduled bank
      V. 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.
   b. 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.
   c. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
   d. When any terms and condition of the contract is breached.
   e. When the bidder fails to make complete supply satisfactorily.
   f. if the bidder breaches any provision of code of integrity, prescribed for bidder, specified in the bidding document.
   g. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
   h. No interest shall be payable on the PSD.

4.13.12 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 purchased from anywhere in Rajasthan only.

4.13.13 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 the bidder.
   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 the bidder related to the procurement process in such a manner as to avoid their disclosure to the competing bidder or to any other person not authorized to have access to such information.
c. The procuring entity may impose on bidder 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 conditions for protecting confidentiality of such information.

4.13.14 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 -
c. at any time prior to the acceptance of the successful Bid; or
d. after the successful Bid is accepted in accordance with (d) and (e) below.
e. The procuring entity shall not open any bid or proposals after taking a decision to cancel the procurement and shall return such unopened bid or proposals.
f. The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidder that participated in the procurement process.
g. 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.
h. 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.

4.13.15 Code of Integrity for Bidder

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: -
c. Prohibiting
d. 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.
e. Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
f. Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process.
g. Improper use of information shared between the procuring entity and the bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.

h. Any financial or business transactions between the bidder and any officer or employee of the procuring entity.

i. 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.

j. Any obstruction of any investigation or audit of a procurement process.

   I. Disclosure of conflict of interest.

   II. 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.

k. 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.

4.13.16 Conflict of Interest

A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

a. They have controlling partners in common;

b. They receive or have received any direct or indirect subsidy from any of them;

c. They have the same legal representative for purposes of the bid;

d. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

e. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as bidder/authorised partner, in more than one bid; or

f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidder shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject

matter of procurement or being proposed as Project Lead for the contract.

4.13.17 Interference with Procurement Process

A bidder, who: -

a. withdraws from the procurement process after opening of financial bid;
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 successful bidder, without valid grounds, shall, in addition to their course 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.

4.13.18 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: Principal Secretary/ Secretary, IT&C, GoR Second Appellate Authority: Principal Secretary, Finance Department, 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 appealing 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.

j. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
   i. hear all the parties to appeal present before him; and
   ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

k. 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.

l. The order passed under (c) shall also be placed on the State Public Procurement Portal.

m. 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.

4.13.19 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.

4.13.20 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.

4.13.21 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:
b. 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.
c. 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.
d. 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.
e. 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.

4.13.22 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 purposes 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 a 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, Mobile Application and Web Portal), RISL can do this by incrementing the Support and Maintenance Cost of IHMS Software solution (Web Application, Mobile Application and Web Portal) by 10% annually on the quoted amount on a prorate basis.

5. General Terms and Conditions of RFP & Contract

Bidder should read these conditions carefully and comply strictly while sending the bid.

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. "Contract Documents" means the documents listed in the agreement, including any amendments thereto.

b. "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 there from, as may be made pursuant to the Contract.

c. "Day" means a calendar day.

d. "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.

e. "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.

f. "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.

g. "Purchaser" means the entity purchasing the Services, Goods and Related Services, as specified in the bidding document.

h. "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.

i. "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.

j. "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.

k. "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.

l. "The Site," where applicable, means the designated project place(s) named in the bidding document.

m. "RISL" means the entity purchasing the Goods and related services, as specified 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.

5.1 General Conditions of the Bid

5.1.1 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.

5.1.2 Interpretation

a. If the context 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.

5.1.3 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.

5.1.4 Consortium

Not Applicable.

5.1.5 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”.

5.1.6 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.

5.1.7 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.

5.1.8 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.

5.1.9 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.

5.1.10 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.

5.1.11 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.

5.1.12 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.

5.1.13 Recoveries from Supplier/ Selected Bidder

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/ RISL.
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.

5.1.14 Taxes & Duties

a. The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. All other taxes, duties, license fee and levies including Central Sales Tax and Entry 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.

5.1.15 Copyright/ Intellectual Property Rights (IPR)

All copyrights and intellectual property rights (IPR) in the drawings, source code, design documents, and other materials containing data or information, developed or customized by the Selected Bidder for this project and furnished to the Purchaser, shall exclusively vest with the Purchaser.

5.1.16 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 RISL 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.

v. 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.

vi. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

5.1.17 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.

5.1.18 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 ISI/ 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.

5.1.19 Packing and Documents

a. The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the purchaser.

5.1.20 Insurance

a. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b. The goods will be delivered at the for destination in perfect condition.

5.1.21 Transportation

a. The supplier/ Selected Bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the Selected Bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
b. All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ Selected Bidder's bill.

5.1.22 Inspection

a. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers / Selected Bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
b. The supplier / Selected Bidder shall furnish the complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
c. After successful inspection it will be the supplier's / Selected Bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

5.1.23 Testing charges

In case RISL gets the testing of IHMS software solution done by third party, cost towards the same shall be borne by RISL.

5.1.24 Rejection

a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Selected Bidder at his own cost within the time fixed by the Purchase Officer.
b. If, however, due to exigencies of RISL work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Selected Bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
c. The rejected articles shall be removed by the Selected Bidder within 15 days of intimation of

rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ Selected Bidder's risk and on his account.

5.1.25 Extension in Delivery Period and Liquidated Damages (LD)

d. 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".

e. 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.

f. 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.

g. 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.

h. 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.

   I. Normally, extension in delivery period of goods and services in following circumstances may be considered without liquidated damages:

   II. When a delay has occurred due to delay in supply of drawings, designs, plans etc. if the RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.

   III. When a delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.

i. 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, whatsoever beyond the contracted cost shall be paid for the delayed supply of goods and services.

j. 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 the right to cancel the contract with respect to undelivered goods and/ or service.

k. If RISL need 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.

l. 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: -

S.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 completion of work	5.0 %
c	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful completion of work	7.5 %
d	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

m. 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.

n. The maximum amount of liquidated damages shall be 10% of total value of the items to be supplied in the particular phase.

5.1.26 Authenticity of Equipment's / Software

a. The Selected Bidder shall certify 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.

5.1.27 Warranty/Support/ ATS

The warranty on supplied software media, if any, should be at least for the project duration.

5.1.28 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.

5.1.29 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.

5.1.30 Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bid, 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.

5.1.31 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 RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, 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 RISL, RISL may take the case with the contractor on similar lines.

5.1.32 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 IHMS Software Solution (Web Application, Mobile Application or Web Portal), 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 RISL.

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.

5.1.33 Termination

a. Termination for Default-

i. The tender sanctioning authority of RISL 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: -

ii. 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 RISL; or

iii. 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

iv. 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.

v. If the supplier / Selected Bidder commits breach of any condition of the contract.

b. If RISL terminates the contract in whole or in part.

i. Amount of performance security deposit may be forfeited

ii. 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.

c. Termination for Insolvency:

RISL 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 RISL.

d. Termination for Convenience/ Foreclosure

i. RISL, 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.

e. Settlement of Disputes

General: If any dispute arises between the supplier/ Selected Bidder and RISL during the execution of a contract that 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 the 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.

f. Standing 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 of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision if the amount of the claim is more than Rs. 50,000. The empowered standing committee shall consist of members jointly constituted by Department and RISL.

g. Procedure for reference to the Standing Committee:

The supplier / Selected Bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and services from the supplier / Selected Bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier / Selected Bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier / Selected Bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.

i. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
ii. 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.

5.1.34 Verification of Eligibility Documents by RISL

RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to the tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL 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.

5.1.35 Risk & Title

All title, risk and ownership of the assets is to be transferred to RISL 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.

6. Special Terms and Conditions of Tender & Contract

6.1 Payment Terms and Schedule

a) The Bidder shall submit the Quarterly invoices based on the actual deployed resources, duly accompanied by a satisfactory work certification issued by **the purchaser and deliverables**.

b) Any delay in the approval of the deliverable(s) submitted by the Bidder to the Department shall not account for the delay on the Bidder's part.

c) The 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.

d) The Bidder's request for payment shall be made to the Purchaser in writing and shall be accompanied by invoices issued in the name of the **Commissioner, DoIT&C**, describing, as applicable, the goods/artifacts delivered and the related services performed. The request must also be supported by all documents required under the General Conditions of Contract and shall be submitted only upon fulfillment of all obligations stipulated in the Contract.

e) The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only.

f) All remittance charges will be borne by the Bidder.

g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

h) No advance payments shall be made under this Contract.

i) Any deviation in performance shall attract deductions from the payment, in accordance with the provisions of the Penalty Clause of this Contract.

j) 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.

k) Applicable taxes shall be deducted at source from the payments due, in accordance with the prevailing laws, rules, and regulations.

6.2 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.

6.3 Service Level Standards/ Requirements/ Agreement

6.3.1 Purpose & Duration of SLA

The SLA purpose is to enforce a contract between the Bidder and Purchaser. The SLA would come into effect during following:

a) Support & Maintenance period of IHMS Software solution.

b) The bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project delivery timelines, quality and availability of services.

6.3.2 Service Window

IHMS Software solution (Web Application, Mobile Application and Web Portal) shall be available 24*7 except duly approved downtime by the Purchaser.

6.3.3 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 Bidder or due to reasons attributable to RISL or third parties, the 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 Bidder), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.

6.3.4 Monitoring & Evaluation

The Selected Bidder shall provide and make use of following system for monitoring and evaluation-

S.No.	Service Levels	Monitoring System
1	Down Time of IHMS (Web portal & Mobile Application)	Through EMS or any other application available at BSDC or any other method communicated by the Purchaser
2	Non-Availability of Manpower	Attendance should be maintained either through a physical attendance register at each work location or AMS or biometric attendance system, as decided by the Purchaser.
3	Delay in performing software support like upload content/ defect fixing/ minor change Request	a) Issues shall be reported through a web-based system (provided by the bidder; SSO based login) or via phone call log maintained at the IT Help Desk. b) Each support call should be recorded for training and quality

		check purpose. c) Each complaint will be logged on the portal for tracking with a ticket number assigned. d) There will be an escalation level. e) Users can log issue with SSO login f) The Bidder to ensure that such communication should be recorded in the support module whether on received on phone call, whatsapp, message, email or verbal for tracking purpose. g) Every new requirement shall be logged into the portal to enable proper tracking, monitoring, and progress review.

6.3.5 Review Committee and Review Mechanism

The designated review committee/ members, on a regular basis, shall review and discuss the services delivery and performance standard compliance of the Bidder. The review would include but not be limited to: -

a) Service provided during the review period.
b) Major incidents during the review period
c) Problems that remain outstanding
d) Review of Change requests/Variation and progress for enhancements
e) Future events or business developments that will affect the Service.
f) Review any potential changes required to the SLA
g) Agree items for submission to the executive decision making.
h) Review schedules for Services provided.

6.3.6 Penalty Clauses

If the Bidder fails to deliver the required services due to reasons attributable to the Bidder like non-functioning of the software, non-accessibility of the web-portal/ mobile 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 invoice.

6.3.7 Penalty for Downtime

Sr. No	Measurement Parameter	Total Downtime in a Quarter	Penalty
1	Number of hours the IHMS Software solution (Web & Mobile Application or Web Portal) is non- functional / non- available / non-responsive in each case of outage	0-1 hour	No Penalty
2		1-2 hours	2% of payable of pro-rata monthly Payment
3		Above 2 hours	An additional penalty of 1% of the payable pro-rata monthly payment shall be levied for every subsequent hour of downtime, subject to a maximum limit of 10% of the payable Quarterly payment.
In case the non-availability of Software solution (Web Application, Mobile Application or Web Portal) in any month a. For non-OPD hours, the penalty shall be levied at half of the above-mentioned rates. b. The Bidder shall submit a Root Cause Analysis (RCA) report for each instance of downtime, along with a detailed explanation. If the explanation is found unsatisfactory, no payment shall be released for the resources held responsible for that month. c. If this type of penalty reaches 10% of the payable Quarterly payment, it shall be treated as a breach of the Service Level Standards and may result in termination due to default and/or issuance of a non-satisfactory performance report for the respective months. d. This penalty clause will be applicable only in case of fault of the bidder.			

6.3.8 Penalty for Non-Availability of deployed Personnel/ Resources/ Manpower

a) Each resource deployed on the project shall be entitled for 6 days of leave in a quarter (1 leave on deployment of half month) subject to upper limit of 12 in six months. Carry forward of unused leave is not permitted in next consecutive quarter.

b) Resources need to take prior permission from OIC before proceeding to leave.

c) In case total number of leaves (approved / non approved) exceed the maximum allowed leaves, payment shall not be made for the period of absence and additional penalty shall be levied for extra leaves beyond prescribed limit as per following:

Sr. No	Resource Type	Penalty
1	Senior Project Manager and other resources	Over and above the deduction of man month rate of the absentee resource for the absence period, a penalty equal to the amount payable per day for the absentee resource for the period of absence shall be levied.

6.3.9 Penalty for non-timely performing software support service

a. The Bidder shall Update Content Management on **IHMS** Software solution (Web Application, Mobile Application and Web Portal) /Bug fixing/ Change Management (Application Software) i.e. Minor Change Requests:-

Sr. No	Time	Penalty
1	Upto 24 Hours	No Penalty
2	>24 Hours	Rs. 2000 per incident per 24 hours

6.3.10 Penalty for attrition of key resources during the project duration

a. The Bidder shall make sure that the key personnel involved in the development, operation and maintenance of the IHMS software solution are designated to the project for the entire contract duration. In case, resource listed below has to leave the project, the following penalties shall be applicable:

Sr. No	Resource Type	Penalty
1	Each Resource Type; Replacement form to be submitted by the Bidder	MMR on second change and thereafter on every change
2.	Knowledge Transfer Completion for new resource; Certificate to be submitted by the Bidder	In case of violation, the MMR shall be applicable as penalty

b. Lock-in Period: If any deployed resource resigns or terminated by vendor or is released before completion of three (3) months from the date of deployment, the above penalty shall be applicable, even if it is the first replacement.

c. In case the new deployed resource is productive from day one then there shall be no penalty. Eg resource has been arranged from core IHMS team of the bidder working on IHMS project but for different client.

d. OIC can direct the Bidder to replace a resource based on non-performance or not being upto the requirement of the project. In that case no penalty will be applicable. However, no payment will be made for non-performing resource for that month.

6.3.11 Maximum Penalty

a) In any case, the total penalty during the work order duration shall not exceed 10% of the total work order value.

b) The Purchaser also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the Purchaser, if for any reason stated in the Contract document, the Contract of the Selected Agency is terminated.

6.3.12 Exit Management

6.3.12.1 Preamble

a) The word 'parties' include the tendering authority and the Selected Bidder.

b) This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

c) 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.

d) The Parties shall ensure that their respective associated entities carry out their respective obligations.

a. The Bidder will ensure

i. Knowledge Transfer to new team

ii. Source Code etc to be handed over to the RISL.

iii. Updated SRS, Workflow Diagrams, Entity Diagrams, User Manuals, Architecture Diagram, Deployment Process, Build Process ,Troubleshooting Manual etc are handed over

iv. Obligated to follow Non Disclosure Agreement

6.3.12.2 Cooperation and Provision of Information

a. During the exit management period:

i. The Selected Bidder will allow RISL 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 RISL or its nominated agencies to assess the existing services being delivered.

ii. 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. RISL 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 RISL or its nominated agencies and/ or any Replacement Operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the Selected Bidder and to assist appropriate knowledge transfer.

6.3.12.3 Confidential Information, Security and Data-

a. The Selected Bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
   i. Documentation relating to Intellectual Property Rights.
   ii. Project related data and confidential information.
   iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement Selected Bidder in a readily available format nominated by RISL or its nominated agencies; and
   iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
   v. Before the expiry of the exit management period, the Selected Bidder shall deliver to RISL 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.

6.3.12.4 Transfer of certain agreements

a. 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

RISL or its nominated agencies, or its replacement Operator.

b. **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 RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

6.3.12.5 General Obligations of the Selected Bidder

a. 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 RISL 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.

b. The Selected Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

6.3.12.6 Exit Management Plan

a. The Selected Bidder shall provide RISL 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.

b. 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

c. 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 RISL operations as a result of undertaking the transfer; and

d. If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

e. The Selected Bidder shall re-draft the Exit Management Plan five months before exit after signing of contract to ensure that it is kept relevant and up to date.

f. Each Exit Management Plan shall be presented by the Selected Bidder to and approved by RISL or its nominated agencies.

g. 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.

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

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

j. It would be the responsibility of the Selected Bidder to support new operator during the transition period.

k. Exit is complete only when RISL certifies receipt and successful validation of source repository; build; deployment; database; backup; configuration; APIs; certificates; third-party licenses; architecture; SOPs; KT; DR; monitoring; unresolved defects and asset inventory.

6.4 Training, Handholding and Knowledge Transfer

a) The Selected Bidder shall hold technical knowledge transfer sessions with nominated/ assigned agencies by Department in a duration of three months as per requirement.

b) The Selected Bidder shall hold operational handholding and knowledge transfer sessions on the IHMS Software solution with the nominated/ assigned agencies or members, so that department can continue with the IHMS Software solution even after Selected Bidder exits the project.

c) The Selected Bidder shall support data migration of IHMS database to the nominated/assigned agencies by the Department as per the requirement and guidelines.

d) The selected bidder shall conduct a session for knowledge transfer including updated SRS, FRS, System Design document with ER Diagram of existing software based on the changes done in the application.

e) The selected bidder shall handover the archives of source code to the department, and web site content and database.

6.5 Service Level Change Control

a) It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period.

b) Any changes to the Service Level provided during the term of the Contract between the Purchaser and the Selected Agency and as defined above, will be requested, documented and negotiated in good faith by the Purchaser and the Selected Agency. Change in Service Level can be requested by either party (Purchaser or Selected Agency).

c) Upon receiving any revised requirement in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser to gain a better understanding of the requirement.

d) In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.

e) In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.

f) If it is mutually agreed that such requirement constitutes a "Change in Service Levels" then a new Service Level Agreement will be prepared and signed by the Selected Agency and Purchaser to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.

g) In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in the contract.

6.6 Source Code and Intellectual Property Rights

a) The selected bidder shall not own any raw data/ intermediate data/ finished product/ customized solution/ initial, source code, intermediate & final reports etc. generated as part of this project. All such data / information should be transferred to RISL/ DoIT&C by not keeping any copy of such data / information with the successful bidder at the time of exiting the project or as desired by Department.

b) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with RISL/ DoIT&C.

c) The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of RISL/ DoIT&C during and after the completion of the contract period.

d) The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an understanding on to RISL/ DoIT&C in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.

e) Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by RISL/ DoIT&C

ANNEXURE-1 Certificate for Turnover of Bidder

(This format will be applicable for all type of turnover certificates, regarding various types of works or quantities)

(To be provided on the Company letter head by the bidder with audited Financial Statement)

To,

The Managing Director

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, Tilak Marg,

C-Scheme, Jaipur-302005 (Raj.)

Subject: **Draft RFP for Facility Management Services (FMS) and Technical Support Services under the IHMS project**

Ref: RFP No. <<…..>> dated << …..>>

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder >> along with registered address>>. Based on such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover and the net-worth for the last three audited financial years was as per details given below:

Financial turnover:

Name of Bidder		
Annual Turnover of the firm	**FY 2022-23/21-22**	
	FY 2023-24/22-23	
	FY 2024-25/21-24	
Net worth as per last audited FY	**FY 2022-23/21-22**	
	FY 2023-24/22-23	
	FY 2024-25/23-24	

I further certify that I am a competent officer in my company to make this declaration. Yours sincerely,

ANNEXURE-2 - COVERING LETTER OF THE BID

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

To,
Managing Director,
RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

[Reference No. …… Dated:

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 understand that the Purchaser is not bound to accept any bid received in response to this RFP.
7. 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 authorized to sign Proposal for And on behalf of……..

Seal of the Organization: -

Date…….

Place…….

ANNEXURE-3 – Pre-Bid Query Format (Not Applicable)

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/ Suggestion/ Clarification

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

Addressed to:

Name of the Tendering Authority	*Managing Director, RajCOMP Info Services Limited (RISL)*
Address	First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Email	ihms@rajasthan.gov.in (clearly mention the NIT no. in the subject of the mail)

a) 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				

b) The requisite tender fee amounting to Rs.___/- (Rupees <in words>) has been deposited vide receipt no.__dated_____.

c) The requisite RISL processing fee amounting to Rs._____/- (Rupees <in words>) has been deposited vide receipt no.___dated_____.

d) 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: _____

Addressed to:

ANNEXURE-5- BIDDER'S AUTHORIZATION CERTIFICATE

To,

Managing Director,

RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

[Reference No. ……. Dated: ……..]

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,

Managing Director,

RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

In response to the NIB Ref. No._____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 1 year 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: - Authorized Signatory:

- Seal of the Organization: - Date:___

Place: _____

ANNEXURE-7 - CERTIFICATE OF CONFORMITY/ NO DEVIATION

To,

Managing Director,

RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

[Reference No. …… Dated: ……..]

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.

1. 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.

2. 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: -

Authorized 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,

The Managing Director,

RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)

[Reference No. ……. Dated: ……..]

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.

1) 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
2) I/ We undertake, if our bid is accepted, to deliver the goods and services in accordance with the requirements of RISL mentioned in the bidding document.
3) 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 RISL.
4) 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.
5) 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.
6) 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.
7) We understand that you are not bound to accept the lowest or any bid you may receive.
8) We agree to all the terms & conditions 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:

Sr. No	Resource Type	Unit	Proposed Qty. (Onsite+ Offsite)	Qty. (Onsite)	Qty. (Offsite)	Total Quantity	Rate Per Unit Per Month in INR (Incl. GST)	Total in INR (Incl GST)
A	B	C	D	E	F	G=E+F	H	I = H x GX6
1	Sr. Project Manager (Technology Profile)	Man Month	1X6 = 6					
2	Project Manager (Technical)	Man Month	1X6 = 6					
3	Sr. Technical/Solution Architect	Man Month	1X6 = 6					
4	Sr. Domain Expert	Man Month	1X6 = 6					
5	Domain Expert	Man Month	2X6 = 12					
6	Support Engineer	Man Month	5X6 = 30					
7	Support Engineer	Man Month	5X6 = 30					
8	Senior Developer (Application Framework)	Man Month	4X6 = 24					
9	Full Stack Developer	Man Month	4X6 = 24					
10	Developer (Application Framework)	Man Month	1X6 = 6					
11	Mobile Application Developer	Man Month	1X6 = 6					
12	Functional Tester	Man Month	2X6 = 12					
13	Sr. System Specialist	Man Month	3X6 = 18					
14	Sr. Database Expert	Man Month	1X6 = 6					
15	Content Writer	Man Month	1X6 = 6					
Total			33X8 = 198					

ANNEXURE -9 - BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)"from the demand, under the terms and conditions of an Agreement No.....dated .....made between RISL through …… and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from RISL. Any such demand made on the bank by RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with RISL that RISL shall have the

fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of RISL or any indulgence by RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which RISL may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by RISL
For and on behalf of RISL

Signature
(Name & Designation)

ANNEXURE 10- GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

ANNEXURE - 11 - Format to Project Citation (Not Applicable)

S.no	Name	Details	Attachment Number
1	Name of Project		
2	Date of Work order		
3	Client details		
4	Scope of Work		
5	Contract Value		
6	Actual Value at which work was completed		
7	Completed Date		

Note: The bidder (including all consortium member projects) is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation

ANNEXURE-12 - DRAFT AGREEMENT FORMAT

This Contract is made and entered into on this_____day of_____, 2026 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) 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 RISL 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 RISL 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 RISL 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 condition of the RFP and Contract, the RISL 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 affected from the date of work o rder i.e. and completed by supplier within the period as specified in the RFP document.

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%

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: -

   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 in on account of hindrances beyond the control of supplier.

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_____, 2026

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Signed By:	Signed By:
( ) Designation:, Company:	
In the presence of:	*In the presence of:*
( ) Designation: Company:	( )Designation:
( ) Designation: Company:	( )Designation:

ANNEXURE-13 - EXPECTED QUALIFICATION OF MANPOWER RESOURCES

S.No	Role	Desirable Qualification and Experience
1	**Sr. Project Manager (Technology Profile)**	Minimum B.E./B.Tech./MCA/MTech./MSc(Computer Science, Information Technology, Electronics and Telecom.) with relevant professional experience >8 years
2	**Project Manager (Technical)**	(B. Tech / B.E in any discipline) / MCA/M.Sc (IT) with relevant experience. 6 Years of Experience
3	**Sr. Technical/Solution Architect**	(B. Tech / B.E in any discipline) / MCA /M.Sc (IT) with relevant experience. 8 Years of Experience
4	**Sr. Domain Expert**	(B. Tech / B.E in any discipline) / MCA /M.Sc (IT)/BHMS/ BAMS/ MBA/ B. Pharma/MSW/MSc with relevant experience. 8 Years of Experience
5	**Domain Expert**	(B. Tech / B.E in any discipline) / MCA /M.Sc (IT)/BHMS/ BAMS/ MBA/ B. Pharma/MSW/MSc with relevant experience. 5 Years of Experience
6	**Support Engineer**	BSC/any graduate with relevant experience 2 Years of Experience
7	**Support Engineer**	BSC/ any graduate with relevant experience 0-1 Years of Experience
8	**Senior Developer (Application Framework)**	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience. 8 Years of Experience
9	**Full Stack Developer**	(B. Tech / B.E in any discipline) / MCA/ M.Sc (IT) with relevant experience. 4 Years of Experience
10	**Developer (Application Framework)**	(B. Tech/ B.E in any discipline) / MCA/ M.Sc (IT) with relevant experience. 4 Years of Experience
11	**Mobile Application Developer**	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience. 3 Years of Experience
12	**Functional Tester**	(B. Tech / B.E in any discipline) / MCA/ M.Sc (IT) with relevant experience. 2 Years of Experience
13	**Sr. System Specialist**	(B. Tech / B.E in any discipline) / MCA/ M.Sc (IT) with relevant experience. 6 Years of Experience
14	**Sr.Database Expert**	(B. Tech / B.E in any discipline) / MCA/ M.Sc (IT) with relevant experience. 6 Years of Experience
15	**Content Writer**	Any Graduate with relevant experience. 6 Years of Experience

ANNEXURE 14- FORMAT FOR CVs OF KEY PROFILES

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: a) Degree b) Academic institution graduated from c) Year of graduation d) Specialization (if any) e) 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: a) Organizations worked for in the past i. Organization name ii. Duration and dates of entry and exit iii. Designation iv. Location(s) v. Key responsibilities b) Prior project experience i. Project name ii. Client iii. Key project features in brief iv. Location of the project v. Designation	

vi. Role vii. Responsibilities and activities viii. Duration of the project ix. Total team size Please provide only relevant projects.	
Proficient in Languages (Against each language listed indicate if read/write/both)	

Signature of Resource

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

ANNEXURE-15- MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ……of ……

Before the..... (First/ Second Appellate Authority)

e) Particulars of appellant:
   - Name of the appellant: <please specify>
   - Official address, if any: <please specify>
   - Residential address: <please specify>

f) Name and address of the respondent(s):
   - <please specify>
   - <please specify>
   - <please specify>

g) 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>

h) If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

i) Number of affidavits and documents enclosed with the appeal: <please specify>

j) Grounds of appeal (supported by an affidavit): <please specify>

k) 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

i. Development approach, methodology and plan

ii. Testing approach, methodology and plan

iii. Project Governance and reporting structure

iv. Training and Change management approach, methodology and plan including Training schedule, content and handouts, trainer's profile, batch size and infrastructure plan

v. Integration with SMS, Payment, Email and other software

vi. Details of Deliverables along with timelines

vii. 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	Key responsibilities/ Tasks/ Deliverable

															proposed	s
		1	2	3	4	5	6	7	8	9	10	11	12	N	Total	
1																

ANNEXURE-17- Non- Disclosure Agreement with the Deployed Resource

For good consideration, and in view of being engaged by RISL the undersigned individual willingly recognizes and agrees to the following terms:

1. During the course of my involvement, RISL or any related department/ PSU/ subsidiary unit/state or central government operation might share with me certain confidential information, including but not limited to:
    a. Technical specifications: Formulas, processes, systems, methods, inventions, machinery, software programs and research initiatives.
    b. Government Data: Stakeholders data, citizen's sensitive information, financial specifics, sources or databases of data, production strategies, or merchandising systems.
2. I commit to not using, for my personal gain or the benefit of others, or disclose to others including future employers/employees, any proprietary data or confidential information related to RISL violation of the agreement during or after the termination of my engagement.
3. I agree that I will not, during my involvement with RISL, transfer or replicate any project- related designs, documents, software programs or any other information related to projects to others via personal email or any other medium.
4. I understand that any official email Id provided to me by RISL will be exclusively used for formal communications between RISL and/or its clients and under no circumstances it shall be used for personal communications.
5. On the termination of my involvement with RISL:
    a. I commit to returning all RISL assets, including but not limited to devices, storage equipment, project reports, manuals, blueprints, drawings, correspondence, software programs, and all other materials and replicas thereof related in any way to RISL's operations or any other documents produced or accessed by me during my contractual obligations.
    b. I am aware that RISL retains the right to inform any subsequent or potential employer or third party about the existing agreement and can seek full injunctive relief for any breach of agreement.
6. This agreement binds me, my personal representatives, and my successors, and is beneficial to RISL, its successors and assigns.

Employee Name:	Authorised Representative of the Bidder
Signature:	Signature:
Date	Name & Title