Request for Proposal

for

Examination Management System

Volume I

Rajiv Gandhi University of Health Sciences
Bangalore
24th January 2014
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TENDER NOTIFICATION

RGUHS hereby invites fresh bids from interested firms for providing a web enabled integrated Examination Management System and related services. Interested firms may download the bid document or the ‘Request For Proposal for Examination Management System’ from the RGUHS website:  www.rguhs.ac.in.

The last date to submit the bids is **1300 hours, 26th February, 2014.**

Registrar (Evaluation)

RGUHS
DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or subsequently provided information to bidders, whether verbally or in documentary form by or on behalf of Rajiv Gandhi University of Health Sciences (RGUHS) or any of their employees, consultants or advisers, is provided to bidders on terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by RGUHS to any other Party. The purpose of this RFP document is to provide interested parties with information to assist in formulation of their Proposal. This RFP document does not purport to contain all information each bidder may require. This RFP document may not be appropriate for all persons or entities, and it is not possible for RGUHS, their employees, consultants or advisors to consider investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain bidder may have a better knowledge of proposed Project than others. Each bidder should conduct its own investigations and analysis and should check accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. RGUHS, its representatives, their employees, consultants and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to accuracy, reliability or completeness of RFP document.

RGUHS may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement information in this RFP document.

Some of activities listed to be carried out by RGUHS as a part of tendering process or subsequent implementation of Project, are indicative only. RGUHS has right to continue with these activities, modify sequence of activities, add new activities or remove some of activities, in best interests of RGUHS.
## TENDER NOTIFICATION

<table>
<thead>
<tr>
<th>Tender Inviting Authority and Contact Person</th>
<th>The Registrar (Evaluation), Rajiv Gandhi University of Health Sciences (RGUHS), 4th 'T' Block, Jayanagar, Bangalore 560 041. Email: <a href="mailto:registrar_evaluation@yahoo.co.in">registrar_evaluation@yahoo.co.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Nature of Project Work</td>
<td>Examination Management System (EMS)</td>
</tr>
<tr>
<td>Tender Reference</td>
<td>Advertisement Ref no RGU/EST/EMS/2013-14. dated 25-01-2014</td>
</tr>
<tr>
<td>Availability of Tender Documents (RFPs)</td>
<td>Available to interested bidders as per advertisement referred above.</td>
</tr>
<tr>
<td>List of Tender documents (RFPs)</td>
<td>Document titled ‘Request For Proposal for Examination Management System’ Volume I, Volume II dated January 24, 2014</td>
</tr>
<tr>
<td>Date of release of tender Documents</td>
<td>January 25, 2014</td>
</tr>
<tr>
<td>Address to send Prebid queries</td>
<td>Should be sent only by authorized primary contact person of respondent companies from their official email IDs to official email ID <a href="mailto:registrar_evaluation@yahoo.co.in">registrar_evaluation@yahoo.co.in</a> of Registrar (Evaluation), RGUHS</td>
</tr>
<tr>
<td>Last date to submit Prebid queries</td>
<td>3rd February, 2014, 1300 hours</td>
</tr>
<tr>
<td>Date of Prebid meeting</td>
<td>4th February, 2014, 10.30 hours</td>
</tr>
<tr>
<td>Place for Prebid meeting</td>
<td>Board Room, Rajiv Gandhi University of Health Sciences, Bangalore</td>
</tr>
<tr>
<td>Last date for response to prebid queries</td>
<td>5th February, 2014, 10.30 hours</td>
</tr>
<tr>
<td>Last date and time for submission of bids</td>
<td>27th February, 2014, 13.00 hours</td>
</tr>
<tr>
<td>Nature of bid process</td>
<td>Two Stage bidding</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>Indian Rupees Five lakhs only</td>
</tr>
<tr>
<td>Opening of Technical bids</td>
<td>27th February, 2014, 15.00 hours</td>
</tr>
<tr>
<td>Opening of commercial bids</td>
<td>6th March, 2014, 11.00 hours</td>
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## ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tr>
<td>RGUHS</td>
<td>Rajiv Gandhi University of Health Sciences, also referred to as Purchaser, Buyer</td>
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<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>SP/SI</td>
<td>Service Provider. The terms Systems Integrator/Implementation Partner / Bidder are also used interchangeably. In case of a consortium, lead bidder.</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
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<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
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<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer / Original Licensor of EMS Solution</td>
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</table>
| EMS          | Examination Management System includes:  
  i) all software, hardware, networking  
  ii) operations, maintenance and support services  
  iii) Managed Services  
  iv) any others essential to implement and sustain a web based IT solution and services for RGUHS |
| Q/QP         | Question / Question Paper |
| AB           | Answer Books |
| DC / DRC / DCF | Data Centre / Disaster Recovery Centre / Data Centre Facility |
| BPR          | Business Process Re-engineering |
| SLA          | Service Level Agreement |
| BG           | Bank Guarantee |
| IT/ICT       | Information and Communication Technologies |
| FRS          | Functional Requirement Specifications |
| SRS          | Solution Requirement Specifications |
1. INTRODUCTION

1.1 About RGUHS

From a modest beginning in 1994, Rajiv Gandhi University of Health Sciences, Bangalore (RGUHS) has now grown into Superintendence and control of approximately 740 Colleges to establish uniform standards par-excellence in Academics and Administration of teaching and learning of Health Sciences. The guiding philosophy forge is “Right for Rightful Health Science Education”. RGUHS is a member of The Association of Commonwealth Universities, London, UK, Association of Indian Universities, New Delhi and Inter Universities Boards, Karnataka. All ~740 Colleges conducting professional courses in Medicine, Dentistry, AYUSH (Ayurveda, Yoga & Naturopathy, Unani, siddha and Homoeopathy), Physiotherapy, Pharmacy, Nursing and Allied Sciences in Karnataka are affiliated to RGUHS. The courses conducted are approved by respective Apex Bodies such as Medical Council of India, Dental Council of India, and Central Council of Indian Medicine, Central Council of Homeopathy, Indian Nursing Council, Pharmacy Council of India, All India Council of Technical Education, and University Grants Commission. The recognized courses range from undergraduate, post-graduate, fellowship, doctoral to certifications in various disciplines of Health Sciences. Approx 1.8 lakh Students are studying inrush at any given point in time.

The vision of RGUHS is to be World-class Health Sciences Knowledge Provider. The mission is to:

- Improve quality of education and standards in affiliated Colleges
- Establish uniform standards par-excellence in Academics and Administration of teaching Health Sciences in these Colleges

RGUHS’ objective is to ensure high quality education, combined with creation; dissemination and application of knowledge are being met in an integrated form, to create a synergetic impact. Towards these objectives, RGUHS directly deals with Advanced Research, Continuing Health Services Medical Education, Training of Trainers, Centers of Excellence, Technical Seminars and Conferences, to ensure that health services professionals are updated with latest developments in their respective disciplines.

From day of its inception, RGUHS nurtured a dream to become a leading Health Science University with a global vision. Today dream has become a reality as RGUHS academicians and Students alike have gained due recognition worldwide for their professional excellence.
To fulfill its mission each member of RGUHS community strives to achieve excellence in every endeavor – be it education, research, consulting or training – by making continuous improvements in curricula and pedagogical tools.

Integrated, end-to-end Digitization of RGUHS operations is among top priority initiatives embarked to realize Mission of RGUHS. RGUHS intends to leverage latest in ICT to be able to offer above, besides conduct its role as a regulator of standards and manage administration in a transparent, agile and stakeholder friendly manner.

As part of overall vision to digitize its operations, RGUHS intends to procure Examination Management Services in order to digitize all aspects of administration and management of evaluation of its students.
### 1.2 EMS – Benefits to Stakeholders

The proposed EMS is expected to bring in following benefits to all stakeholders of RGUHS.

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Benefits</th>
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</table>
| Employees            | Ability to provide stakeholder services in a transparent, user friendly and speedy manner  
|                      | Well defined processes/roles with embedded business rules               |
|                      | Automated Work Flow                                                      |
| Colleges             | Ease of submission: accurate, one-time data flow.                        |
|                      | Transparency, user-friendly interaction                                  |
|                      | Online payments of fees.                                                 |
|                      | SLA based Response-time, with online status updates and auto-escalations for speedy resolution of outstanding issues |
| Students             | Ease of transaction with RGUHS                                           |
|                      | Transparency, Student-friendly interaction                               |
|                      | SLA based Response-time, with online status updates and auto-escalations for speedy resolution of outstanding issues |
| Governing Bodies     | Ease of recording outcome, triggering workflow                            |
|                      | Dash boards / MIS as needed                                               |
| Function Heads       | Work Flow with embedded business rules                                    |
|                      | Audit trail, Red alerts, Status update                                   |
|                      | MIS Reports and Dashboards updated till most recent transaction          |
| Statutory Officers   | User friendly dashboard with drill down facility                          |
|                      | MIS Reports as updated till last recent transaction                      |
|                      | Scenario Analysis                                                        |
| RGUHS                | Enhanced status with stakeholders, peers in India / overseas            |
|                      | Conducive environment to imbibe, contribute to and disseminate best and latest global practices in Health Sciences Education |

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2. PRE-QUALIFICATION CRITERIA

Prospective bidders meeting following minimum pre-qualification criteria are eligible to respond to this RFP.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Supporting Documents</th>
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<tbody>
<tr>
<td>1.</td>
<td>The bidder should be a company registered under Indian Companies Act 1956 and should have been in existence for at least 5 years as on 31st March 2013</td>
<td>Certified copy of Company Registration Certificate issued by ROC</td>
</tr>
<tr>
<td>2.</td>
<td>The bidder should have an average annual turnover of at least Rs.25 Crores in Financial Years 10-11, 11-12, 12-13 from IT services. Revenue from Hardware or sale of Software Licenses will not be considered for this purpose</td>
<td>Chartered Accountant’s Certificate to this effect, along with a certified copy of FY 12-13 Annual Report. Copy of MOA as a proof that firm is in business of IT Services</td>
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<td>3.</td>
<td>The bidder should have implemented similar IT projects under Managed Services / BOOT / BOO Model.</td>
<td>Certified copies of LOI / Agreements / Contracts.</td>
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<td>4.</td>
<td>The bidder must have a valid Service Tax and VAT Registration in India</td>
<td>Certified copy of Service Tax Registration Certificate, PAN Card, VAT Certificate</td>
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<tr>
<td>5.</td>
<td>The bidder should have a Net Worth of at least Rs. 20 Crores as on 31st March 2013</td>
<td>Chartered Accountant’s Certificate along with last audited balance sheet</td>
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<td>6.</td>
<td>The bidder should have executed similar projects in Higher Education in India with student strength of at least 1 lakh for 3 examination cycles.</td>
<td>Certified copies of LOI / Agreements / Contracts and contact details of Controller of Examinations and VC</td>
</tr>
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<td>7.</td>
<td>The bidder should possess valid ISO certifications for quality and IT Security such ISO 9001:2008 and ISO 27001:2005</td>
<td>Certified copies</td>
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<tr>
<td>8.</td>
<td>The bidder should have minimum of 100 software development and support personnel</td>
<td>Self-certification</td>
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<tr>
<td>Experience in developing and supporting software to manage integrated Examination Management System</td>
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<td>--------------------------------------------------------------------------------------------------</td>
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<tr>
<td><strong>9.</strong> In case bidder is not OEM of solution proposed</td>
<td>OEM certification that bidder is an authorized implementer of solution and that OEM undertakes to support solution during contract period.</td>
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<tr>
<td><strong>10.</strong> In case of consortium:</td>
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<tr>
<td>a. Maximum number of members should be limited to two;</td>
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<tr>
<td>b. All bidders either singly or as consortium should meet above mentioned minimum qualification criteria;</td>
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<tr>
<td>c. Each member should be a registered company in India, in business of providing IT services and with average turnover of at least Rs.10 crores for FY 2011-12 and FY 2012-13;</td>
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<tr>
<td>d. Each member must have ISO 9001:2008 or ISO 27001 certification;</td>
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<tr>
<td>e. Consortium agreement should be as per format provided in this RFP and notarized shall be enclosed.</td>
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</table>
3. OVERVIEW OF SCOPE OF WORK

3.1 Scope of supply and services

The EMS Project of RGUHS would involve configuration, implementation, operations and maintenance services and provision of Managed Services of an integrated web-enabled EMS Application Software that would automate all Examination and allied processes of RGUHS.

The SP shall be responsible to ensure that all underlying hardware, software and services are owned and managed by them to ensure conformance to service levels prescribed in this RFP. An indicative underlying infrastructure resources and Managed Services expertise, in considered opinion of RGUHS, would include following. This list is not exhaustive and RGUHS shall not be responsible for completeness of resources listed herein and, therefore, bidder are expected to have required professional expertise and experience to ensure adequacy of infrastructure to render services as per scope of this RFP and conforming to Service Level Requirements.

1. A robust Application Software solution, configurable to RGUHS requirements, with associated applications
2. Implementation services such as configuration, training, handholding, refresher training
3. Project Management services
4. Hardware and networking infrastructure
5. Ability to seamlessly integrate EMS with other IT systems RGUHS has and / or may procure
6. Operation and maintenance of EMS solution and IT infrastructure for a period of three years after ‘Go Live’
7. Managed services support in a distributed environment to ensure performance to Service Levels.

3.2 EMS solution and services

The key considerations for entire solution and services proposed from RGUHS perspective are following:

1. Future expansion – EMS solution should be able to automate all examination operations of RGUHS besides meeting future expansions in terms of locations, scale of operations, new Colleges, additional Students, courses and regulatory requirements.
2. Integration – It is expected that success of EMS solution will solely depend on how easily it integrates with IT systems of RGUHS / its affiliates have and / or may procure. The solution therefore, should facilitate integration of different applications/solutions with open standards.
3. **Proven Solution** – RGUHS will use EMS solution and services which have a successful track record in higher education and research institutions in India and having native capability to scale up processes.

4. **Multiple Delivery Channels** - To enhance productivity of people who would use EMS and to derive benefits of efficiency, convenience and regulatory compliance, RGUHS intends to enable users to access transaction system through multiple devices and channels – web portal, desktop computers, thin clients, mobile devices etc. EMS solutions should therefore be able to facilitate access independent of devices, channels or operating systems.

5. EMS Application software should completely automate all examination processes as per business rules as well as internal and external SLAs for each process step.

6. Information security (network, application and database, remote authorized user over internet/intranet, personnel and physical security)

7. The software tools/solution to integrate EMS with portal, e-payment systems and other software solutions RGUHS / its affiliates have / may procure in future.

### 3.3 Implementation Services

Key requirements of implementation services are

1. Business design and process reengineering to deploy EMS solution
2. Configuration, customization, testing, deployment of EMS solution
3. Creation of system and user documentation
4. Creation / Integration of digitized databases of Students, Faculty, Colleges, employees, relevant staff of affiliated Colleges and any other Stakeholders
5. Data cleansing and data migration and, migration of open transactions from existing system (e.g., application data, photos, signature and scanned, etc.) and / or physical documents
6. Facilitation of user adoption by handholding users in using system, handling issues, refining system etc. for a specific period.
7. Conduct periodic and comprehensive training including refresher training to users
8. Assess, plan and build capability of users by providing Training, Support and Managed Services.

### 3.4 Project Management

1. RGUHS intends to “Go Live” at earliest possible time. SP’s endeavor should therefore be to deploy parallel and multiple resources as required. SP should submit a detail plan it proposes to follow to enable an earlier “Go Live”.
2. SP will deploy tools/mechanisms for managing configuration issues, documents / deliverables, quality management etc., as a part of the project.

3. Reviews of deliverables, documents, design, configuration, testing, security etc. will be done by SP. These shall be reviewed by third party experts of / appointed by RGUHS. SP is expected to incorporate review findings into project at no additional cost to RGUHS.

3.5 IT Infrastructure and Services

All required IT infrastructure and related services will be owned and managed by SP as may be required to perform to SLAs. RGUHS shall not be owning these or any other infrastructure and related services of EMS during contract period, such as following.

1. Servers and storage hardware for production, quality, development, operational requirements of EMS solution. Servers for Data center (DC) and disaster recovery centers (DRC).
2. Data Centre Facilities (DCF)
3. Bandwidth and network elements to connect servers to internet gateway and between DC and DRC
4. Internet connectivity at RGUHS campus and at other locations
5. Printers, scanners, MFDs etc. required for Managed Services
6. Bandwidth between DC and DRC and between DC and internet gateway, RGUHS HQ shall be provided by SP.
7. Operation and maintenance services essential to ensure 99.95% uptime and availability as per SLAs
8. 100% compliance to schedule of each examination life cycle for all distributed Managed Services such as QP delivery, Scanning Operations, Evaluation, Publishing of results, award of relevant certificates, etc.
9. Help desk – both voice (Kannada, English) based and system based, with ticket traceability till closure as per SLAs
10. Onsite and remote support for different modules of EMS solution
11. Integration of EMS application with other applications RGUHS has / may procure, applications used by Colleges, for exchange of information on Students, Affiliation, Faculty, etc., wherever Colleges are using such applications OR as and when Colleges are ready with such applications.
12. Any other related infrastructure and services SP deems essential to deliver contracted services to RGUHS as per SLA.
3.6 Managed Services

Entire EMS operations and services are to be delivered as Managed Services with full responsibility and accountability on the part of SP. This shall include seamless data integration with other IT systems RGUHS has and/or may procure, by using open architecture and, as per schedule prescribed by RGUHS.

3.7 The Locations

EMS activities during implementation and providing Managed Services will be spread over following locations:

1. RGUHS Head Quarters at Bangalore.
2. Training of users of EMS system, mainly from RGUHS, Colleges under University will be conducted at five centers in Karnataka (Bangalore, Mysore, Mangalore, Hubli, and Gulbarga) to start with. Additional locations, if any may be proposed at a later stage, based on perceived needs
3. The examination centers for theory Examinations would be at designated Examination Centres in Karnataka, to start with.
4. Evaluation centers - The Evaluation of digitized answer scripts shall take place in Evaluation Centres (Bangalore, Mysore, Mangalore, Hubli, Gulbarga, to start with), where adequate IT and security infrastructure covering both physical and system access authentication security is to be provided by SP for online Evaluation purposes. RGUHS shall have option of permitting online Evaluation on a mobile basis at any locations, 24x7 basis and EMS should be able to provide this service.
5. Scanning Centre: this shall be RGUHS HQ, to start with.

3.8 Financing Model

1. Entire IT infrastructure, related services and Managed Services will be provided by SP as services and these assets will not be owned by RGUHS for contract duration.
2. RGUHS will pay SP based on quality of services and volume/quantity of services availed and as per SLAs. The payments shall be on a periodical, milestone basis linked to examination life cycle.
3.9 **Strategic Control**

Since RGUHS examination activities are statutory and regulatory in nature, it is essential that SP will institutionalize mechanisms for ensuring strategic control for RGUHS on these operations, while supporting it and running Managed Services and operation and maintenance services. Some of these strategic control measures will be:

1. Separation of user services from statutory functions/activities both physically and in system
2. Ensuring Control and security mechanisms on data access, without conflict of roles, and integrity/accuracy/timeliness of transactions and their integration through design, testing and periodical audit.
3. Periodical assessment, audit, reporting / warning on breach, quick rectification etc.
4. Ensuring Continuous improvement of operations through disciplined documentation of system configuration, upgrades/modification, history of support activities carried out.
5. Ensuring that all information, data, reports, operational and business related information in knowledge and possession of SP is handled with strictest confidentiality.
6. SP shall be liable for breach of confidentiality, arising out of their actions willful or otherwise or arising due to deficiency of system and Managed Services.
7. RGUHS mandates a detailed, comprehensive audit trail to be maintained by EMS.
8. RGUHS shall have right to conduct a third party audit to ensure compliance to these and any other strategic control requirements and SP shall incorporate such audit finding into EMS.
4. **SOLUTION REQUIREMENT SPECIFICATIONS**

This section details mandatory solution requirements.

4.1 **Mandatory requirements of EMS solution**

The EMS solution proposed by SP should satisfy following mandatory requirements:

1. The bidder should be OEM or an authorized partner of OEM to supply and implement proposed EMS and with authorization to do so for RGUHS.
2. Proposed solution should have been implemented and in usage for at least 3 examination cycles in higher educational institutions servicing 1 lakh Students and above and covering all functions given under Functional Requirement Specifications.
3. EMS Solution should enable site-specific process & rule definitions along with ability to upgrade with revised processes of RGUHS.
4. The EMS Solution should offer all functional requirement specifications listed in this RFP as a single application.
5. The EMS Solution should support all Operating Systems - Microsoft Windows, UNIX, Linux and proposed integrated application should work on any database like SQL, Oracle & DB2, etc.

4.2 **Technical Requirements for EMS Software**

1. Proposed Solution should provide single sign-On (SSO), Multiple Authentication, Authorization and Integrated User management and integrate with other IT systems RGUHS has and / or may procure.
2. The EMS Application shall provide an application architecture which can be integrated with third party/ legacy applications using built-in integration tools.
3. The EMS Application should be able to generate report output directly in excel, PDF, text, XML, HTML or such other file types.
4. The EMS Application should have Online Documentation, On-line Field-level and Screen-level help etc.
5. The EMS Application shall have a built in software to manage application software backups and restore with Source Control and solution shall have a built in software to manage automated database backups and restore.
6. EMS Application should have ability to integrate with other current and future IT systems of RGUHS and also provide transaction update and masters update as specified by RGUHS.
7. EMS Application should have ability to:
   a. Support configurable Password policies
   b. Support TCP/IP, HTTPS, HTTP
   c. Provide automatic time out for entry transaction
   d. Configure number of permissible application log-in attempts
   e. Support role based access control

8. The user interfaces/system of EMS should be web enabled with role based access control for RGUHS, Students, Faculty, Colleges and other external stakeholders to use it from intranet and internet, to be configured as per requirements specified by RGUHS. Users and administrators should be able to access system with any leading web browsers like Internet Explorer, Firefox, and Chrome etc.

9. The system should support multiple levels of reporting including transactional reporting, analytical reporting etc. up to latest transaction/access. It should support reporting on excel sheets as well as format intensive reporting, graphics and will have a facility to drill down/up.

10. The system should have in-built query tool that can be used by end users for getting immediate information

11. The system should support multiple levels of integration including synchronous and asynchronous message based integration with legacy and modern applications

12. The system should come with inbuilt tools for data migration, upgrades etc.

13. The system should support leading and emerging standards like XML, SOAP, UDDI, WSRP, JSR168, WSDL, CSS, BPEL etc. for inter-operability among various applications

14. The system should have provision for handling reporting through a data warehouse

15. The system should provide user oriented, context driven self-service as appropriate

16. The system should provide a robust set of communication and reporting tools and must be able to auto-trigger emails / SMS communications to concern as per business rules configured in system.

17. The application should provide API / web interfaces to Students, Faculty, Colleges and any other stakeholders
4.3 Target Users for Solution

The application should support a broad spectrum of users, including:

1. RGUHS’s internal administrative users (centralized and backend support operations)
2. RGUHS’s external stakeholder servicing users (functions that interface Students, Colleges, Faculty, etc.). These would be both at RGUHS premises and distributed at Colleges and / or other locations.
3. End-users (e.g. Students, Faculty, College Staff)
4. RGUHS Management (informational and analytical)
5. Question Paper setters, scrutinizers, Evaluators

4.4 Access and Authorization

Only authorized users should have access to the EMS. The EMS should have ability to specify who will have access to which functions, with a capability to support multi-role differentiation based on a single user sign-on through EMS or other IT systems RGUHS has / may procure. A comprehensive access and authorization mechanism should be enabled, including

1. Single sign-on through EMS or other IT systems of RGUHS for all system components, multiple authentication
2. Support for a central authentication scheme
3. Comprehensive set of user roles and permission lists, flexible and role based segmentation of data
4. Manage access to authorized functions based on roles represented in account
5. Manage access to different segments of data depending on role and as per access authorizations
6. The system shall display list of users and allow each user to be assigned roles and provide administrator ability to alter or revoke them
7. The system shall allow administrator to reset passwords, in which case user shall be automatically notified using email /SMS asking user to log in to system within a specified period after which a new password request shall have to be made by user
8. The system shall allow system administrator to maintain a list of roles and assign, alter or revoke privileges to each one of them
9. The system shall allow system administrator to maintain a list of privileges and assign, alter or revoke access rights such as view, add/create, edit/alter/update, delete/remove/archive to each user based on written instructions from RGUHS authorized official
10. Whenever any update is made, previous entry is not deleted but a new record is made with changes incorporated and previous entry is archived and not presented or used for any query or report or calculation. Audit trail shall however be able to view previous archived entries associated with a visible entry.

4.5 Password Management

1. The passwords shall consist of a minimum of 8 alpha, numeric and special characters. Their actual combination and minimum and maximum lengths shall be site configurable. The system should enforce password change every 90 days with auto-expiration and prevent reuse of passwords.

2. The user shall be forced to change password on allocation first time and at reset of password by system administrator for lost passwords.

3. There should be computer-controlled list of proscribed password rules and their periodic testing (e.g., letter and number sequences, character repetition, initials, common words, and standard names) to identify and force users to reset in case of any password weaknesses.

4. Passwords must be stored in encrypted forms by system and these cannot be retrieved by system administrator who shall only reset password on specific request. When passwords are reset, system shall automatically generate a 128-bit strength password and send this password to user through email.

5. Passwords shall be kept private i.e., not shared, coded into programs, or written down.

6. User accounts shall be frozen after 3 failed login attempts. All erroneous password entries shall be recorded in an audit log with clear stamp of time, location and IP. All such cases should be auto-alerted to user and his/her reporting officer.

7. Sessions shall be suspended after 10 minutes of inactivity and require password to be re-entered.

8. If any user logs in to system using one machine and then logs in to system using another machine, data that user had already entered shall be automatically saved and user shall be logged out and prompt to log in afresh.
4.6 **Single and Minimal Data Entry**

1. Data should be entered at source only once and be used throughout system
2. There should be provisions to facilitate and minimize data input (e.g. use of intelligent default values, inheritance from previous entries, etc.)
3. Facility to strictly avoid any duplication of data. Search/match facility required that help restrict entry of duplicate data by providing interactive alert messages.
4. Facility to auto-populate default/standard/already existing data fields

4.7 **Reporting and Data Extraction**

EMS Application should have / provide following.

1. Include a standard set of reports based on higher education best practices
2. Have ad hoc reporting capability that is user friendly and easy to use
3. Support ability to report to file as well as other means – downloading reports in different formats like MS Word, MS Excel, Graphics
4. Provide good interfacing mechanism
5. The system shall have ability to run ad hoc queries as well as saved programs, either on an ad-hoc or on batch basis
6. Integrated email alert should be provided to indicate that a new comment has been added and also flexibility to send comments directly to specific users on some indicators / measures.
7. Send alerts to specific users in case of exceptions to specific measures / inputs.
8. The data should be presented in fully customizable views including data tables, graphs, scorecard dashboard creation through - dials, gauges, views, strategy maps etc. The flexible interfaces should allow creating any views to be displayed.
9. Ability to compare measures with multiple targets.
10. The solution should be integrated with OLAP capabilities.
11. The solution should provide graphical displays of data through Bar Charts, Radar Charts, Line Charts, Speedometers, and customizable maps and pictures.
12. The Web Based Reporting solution should offer following requirements:
   i. Provide a Zero-footprint Web-based interactive reporting interface.
   ii. Support Load, organize, view and save reports.
   iii. Support Multidimensional analysis.
   iv. Print reports to PDF or export formatted tables / graphs, or port data to Excel.
   v. Slice and dice multidimensional data, apply filters on any level of a hierarchy.
   vi. Drill up/down through hierarchies or expand/collapse entire levels.
4.8 Management Information

The EMS application should support resource allocation and decision-making at RGUHS through robust and user-friendly pre-packaged analytic functions such as:

1. Provide interactive dashboards, graphics for all categories of users
2. Integrate well with source data
3. Support easy reporting with export facility to EXCEL, WORD, etc.

4.9 Interfacing Provisions

The EMS Application should interface with other IT systems of RGUHS, either through Import/export facilities, or through batch programs. Support for callable functions to access internal data or invoke internal functions should also be available via services that conform to industry standards.

4.10 Security

The RGUHS EMS must provide an end-to-end security blanket to protect RGUHS EMS and all other applications and infrastructure from malicious attacks or theft from external (through internet) and internal (through intranet) hackers. Using Firewalls and Intrusion detection systems, such attacks and theft should be prevented through a well-planned security policy. Virus and worm attacks should be defended with gateway-level anti-virus systems and workstation-level anti-virus mechanisms.

The EMS should be able to make use of SSL/VPN technologies to conduct secured communication between all applications and its end-users. Furthermore, all system logs should be stored & archived for future analysis whenever desired.

Extensive audit trail (date, location, time, and user) must be maintained for all end-user and system-user interaction activities including viewing.

Attempts at unauthorized access should be alerted to system administrator and escalated to RGUHS official.
5. Functional Requirement Specifications

Rajiv Gandhi University of Health Sciences expects SP to provide following Functional Requirement specifications (FRS) / application modules as part of project deliveries.

1. The SP will be required to demonstrate functionality of proposed system and supplemented by reference site visit/s.
2. The bidders are free to suggest any other value added services, based on industry best practices.

5.1 Faculty as evaluators

1. College faculty qualified by RGUHS as evaluators shall be made available to SP.
2. These evaluators shall be assigned subjects, courses for which they are qualified for evaluation and as provided by RGUHS

5.2 Online Examination Application Form Entry

1. Provision to submit examination application online by colleges with required data fields like courses, subjects, eligibility criteria like attendance, etc. as per RGUHS requirements.
2. Provision for college officials to enter student details, software shall fetch subjects with code for which student has to appear, including regular, arrears, old scheme and equivalent subjects related to particular student ID number and display on screen in semester-wise manner.
3. There shall be space for addition of subjects for each branch.
4. The fee shall be displayed depending upon number of subjects/semesters student has applied (through college) and connected data shall be updated from time to time as per RGUHS instructions.
5. The application shall have provision for data entry by college staff and their approval by Principal.
6. Only approved examination applications along with requisite fee payment online can be submitted by colleges.
7. The submitted application shall be made available for printing which shall have all data like, student ID number, Name, College, Course, Subjects applied, Fee Paid, Mode of payment etc.
8. List of students applied should be accessible through Principal’s ID – as per course, year, subject etc.
9. The Application should have provision for addition/deletion/modification of forms as per requirements from time to time.
10. There must be a provision to port this data/store this data directly to Data Centre Servers in required format.
11. The applications received by RGUHS shall be screened for eligibility as per business rules and approved by authorized official of RGUHS. Only these students’ list as approved and then provided to SP shall become eligible to appear for examination.

5.3 Admission to Theory Examination

1. Updated Examinations Calendar for each stream would be published on RGUHS website and email and SMS alerts sent to Colleges by RGUHS.
2. Colleges send online Application for Examination for each Student as mentioned in above section.
3. The application contains Student ID, qualifying criteria to appear for examination (attendance, internal assessment, etc. and as endorsed and submitted by college principal) prescribed by RGUHS.
4. Application submission can be only for those Students meeting qualifying criteria. Application submission happens only with online payment of prescribed fees to RGUHS.
5. In case of qualified Students appearing for final year examination, fees applicable for marks card, Provisional Degree Certificate, Migration Certificate and Convocation certificate is also payable.
6. RGUHS confirms eligibility for examination, sends printed hall tickets to Colleges.
7. The hall tickets will have unique auto-generated examination registration numbers, scan photo of Student, Student ID, examination centre, hall details.
8. An email / SMS notification is sent to Students confirming admission to examination, with details like hall ticket scan, examination centre. A consolidated list is emailed to the college Principals.

5.4 Question Paper Bank

1. RGUHS has standard format/type of Questions (Q) for each course. E.g., Q for 10 marks, 5 marks, 1 marks etc.
2. Each QP can be a combination of different type of Questions.
3. QP setters generate a bank of Question Papers for ready use. They are paid online for services rendered as per business rules. Each QP shall carry a code identifying with course, subject, year, etc.

4. The QPs generated by QP setters would be reviewed, edited and approved online by QP scrutinizers. For both these roles, system should prompt for spell and grammar checks and re-verify QP as per standards set, before they submit.

5. Question Paper (QP) setters and QP scrutinizers are Faculty of Colleges who provide such services. The Faculty database shall have additional role/s as part of each Faculty profile.

6. On approval by scrutinizers, QPs shall get encrypted and credited to QP bank. A unique ID is allotted to each encrypted QP at time of approval and encryption. Once encrypted, no one will have authorization to view them.

7. QP setters and scrutinizers get paid online on completion of their task as per business rules.

8. The RGUHS officials should be able to view report on number of scrutinized, approved and encrypted QPs in bank for each course/subject. A minimum balance is prescribed for each QP code and officials should be able to get red alerts in case of exceptions.

9. SLAs are applicable for every internal and external process step

5.5 Online Transmission of encrypted Question Paper

1. One encrypted QP will be selected randomly selected by EMS from QP bank and made accessible through application software by RGUHS to authorized officials at each identified examination center. This shall be executed by authorized RGUHS official at prescribed time.

2. The authorized officials at identified examination centres shall get passcodes at prescribed time to two/three individuals (officers of College which is identified as examination centre).

3. Through use of passcodes, examination officials should be able to print exact number of QPs in time to ensure distribution to qualified Students already seated at their respective places.

4. Confirmation of decrypting time and printing time should be auto-triggered to RGUHS.

5. The SP is required to provide IT and related infrastructure essential at every examination center to ensure printing of required number of QPs in time and with good quality.
6. A backup plan for any emergency shall be proposed by SP.

7. SLAs are applicable for every internal and external process step

5.6 Application for Examination / Evaluation Roles

1. A web application shall be provided for each stakeholder / role to enable interested officials apply for approval by RGUHS.

2. The application shall facilitate multiple roles for one stakeholder e.g., QP setters, QP scrutinizers, evaluators for theory and non-theory, examination duties, etc.

3. The application shall have provision to upload relevant qualifying criteria, photo ID, address, bank details, email ID, mobile number, etc. and shall be routed through respective college Principals.

4. RGUHS shall approve the applications. On approval EMS shall auto-trigger email to applicant along with copy to respective Principal. The email shall provide all details including access password, authorizations, do’s/don’t/s etc. for each role.

5. Self-help to update/edit applicant details shall be made available in case of approved applicants.

5.7 Online Registration

1. All stakeholders should be able to register and update online their details such as ID, bank, email and mobile number etc. to be routed through respective college principal.

5.8 Answer Book Design

1. SP may suggest changes as appropriate to answer book stationery and instructions to be followed by examination supervisors / students.

5.9 Theory Examination Logistics

1. The examination centres receive pre-printed stickers containing examination registration (hall ticket) number and scan photo of respective Student. These stickers are to be stuck to allotted seat at examination centre by centre officials.

2. The answer books are scanned at RGUHS scanning centre/s. Student IDs masked electronically at time of scanning. Each answer book will have 52 or 32 pages excluding Student ID sheets for 100 marks or 50 marks respectively. All scanned ABs shall directly get stored in database.
3. The answer books need to be tallied in terms of numbers received from RGUHS by SP for scanning, numbers handed over to RGUHS after scanning. The SP is advised to propose appropriate technology (RFID / Barcode / weight, etc.) for ensuring 100% tally. This shall be acknowledged by RGUHS official at both events.

4. Evaluators are sent email confirming their appointment for purpose. The email shall have details of fees payable, how payable, number of ABs he can evaluate per day. The Evaluators are allocated to nearest Evaluation centre based on their current location as in Faculty database. An SMS is also sent at same time intimating Evaluators of email.

5. Scanned answer books are allotted for online Evaluation by Evaluators at random by system, with no human intervention.

6. The allocation of ABs to Evaluators shall be purely at random. The RGUHS ensures adequate databank of Evaluators.

7. Evaluator database shall be updated with data of rejection / no show.

8. Evaluators are provided with access authorization, Evaluation centre address, land mark, contact person, do’s/don’t/s, FAQ link, etc.

9. The Faculty database shall be updated with quality of their Evaluations. E.g., extent of variations (V1, V2, V3, V4, as applicable) and malpractices, if any. This data shall be used by system to intelligently prioritize future allocation to those Evaluators that have better track record of a) confirming acceptance, b) performing Evaluations as per prescribed schedule, c) malpractices if any, and d) quality of Evaluations done. While fresh allocations of Evaluation duties for each examination, new enrolments of Evaluators database shall also be factored.

10. All Evaluation shall be carried out online at designated Evaluation centres on designated dates.

11. Evaluation is done by two/four separate Evaluators for graduate/post-graduate examinations respectively. System should allocate ABs concurrently to two/four Evaluators respectively.

12. On opening an AB, screen shall also display a mini-window giving number of Questions, Question itself. The Evaluators shall spend minimum time on each page and fill in marks in allotted slot on mini-window for each question. Maximum marks are displayed against each Q. No.
13. The System shall prompt evaluator to complete filling in marks for all questions attempted by Student in AB. If any question is not attempted, evaluator will put appropriate identifier in slot for marks.

14. In case of >15% variance of marks allotted by Evaluators (two/four completed Evaluations for UG/PG respectively), system shall allot particular answer book to a different evaluator, whose Evaluation is deemed final.

15. SP shall provide adequate number of Evaluation Centres in each of five cities. Each evaluation centre shall be equipped with adequate IT infrastructure (desktops, internet connectivity, UPS, etc.) to facilitate evaluation with zero interruptions or downtime.

16. The evaluation centers shall be equipped with digital video recording facility. SP shall ensure to record evaluation centre proceedings stamped with date, time and location. Such recordings shall be made available in EMS for authorized access as needed.

17. The cities where Evaluation centres shall be located are Bangalore, Mysore, Mangalore, Hubli, Gulbarga.

18. The SP shall provide facility to access ABs by Faculty from any other locations and on 24x7 bases. In such event, software needed to access ABs for evaluation shall be loaded on to client machine of such Faculty. RGUHS intends to use this facility selectively with intimation to SP at time of publishing examination schedule. RGUHS intends to use this facility to avail services of evaluators from any part of India or outside India.

19. As in case of examinations, Evaluation takes place concurrently for any / all of courses offered by RGUHS.

20. SP shall provide for Evaluation to begin on 5th day of handing over first lot of ABs for scanning to SP and to be completed in 15 days after handing over last lot of ABs for scanning to SP.

21. Evaluators shall be able to make comments/remarks on AS. Such remarks can be viewed/printed as per access authorization.

22. ABs for evaluation shall be stored and accessible from Data Centre servers as per access authorizations prescribed.

23. The login access of evaluators is to be disabled after completion of evaluations.

24. Evaluators will get paid by RGUHS on completion of their job, as per business rules set for this purpose and built into workflow.

25. The final marks for theory ABs are taken into system with Student IDs still masked.
26. The scanned ABs are to be stored for six months from date of examination, except those that are under legal dispute. In such instances, ABs will need to be stored till logical conclusion of dispute, need to be produced as evidence to court, etc. The SP is therefore advised to ensure that proposed evaluation system has adequate security measures embedded to restrict access / reprint, etc.

5.10 Practical and Viva Voce Examinations

1. Practical and Viva Voce Examinations are conducted at designated Colleges / examination centres, communicated by RGUHS in advance to concerned Colleges and Students.

2. RGUHS prescribes detailed schedule, appoints examiners for this purpose from among RGUHS or external Faculty, depending on type of course.

3. Practical examinations have answer books of 10 pages, which are evaluated on spot by examiners. Evaluated answer books received at RGUHS are to be scanned and tagged to respective Student ID and examination ID.

4. Marks for practical examinations / viva voce are to be uploaded online into website by examiners within 15 minutes of concluding practical / viva voce examination. These examiners shall have requisite access authorization. To enable this, Colleges will be mandated to provide required facility – i.e., functional PC/laptop and internet connectivity.

5. PG/PhD Students’ dissertation/theses shall be submitted online to RGUHS, which in turn allocates for Evaluation. The documents shall be non-editable (e.g., PDF), but printable to enable both online and offline evaluation. The marks submitted online within 15 minutes of completion of Evaluation with/without viva as prescribed by RGUHS. Such entries are done by respective evaluators using their access authorization.

6. SLAs are applicable for every internal and external process step

5.11 Generation of Examination Results and Certificates

1. Theory, practical, viva voce marks are integrated and compared with minimum qualifying marks for each and results generated. At this stage Student ID in respect of theory is decrypted. The results are published over RGUHS website. Examination marks/results are withheld for candidates involved in examination related malpractices, till outcome of committee decision and then published.

2. SMS based query can be sent to interested students to their registered mobile number.

3. Marks cards are generated and released to Students through respective Colleges.
4. Rank / class obtained etc. shall be generated as per business rules.

5. Provisional degree certificates and migration certificates are released to Students through respective Colleges along with marks cards to Students who have qualified in final year examination and internship, as applicable.

6. Convocation session initiation, generation of list of eligible candidates, verification, approval, degree certificate printing, merits and awards processing would be among key workflow steps required. Degree certificates are to be tamper proof with longer shelf life.

7. The Degree certificates are awarded to Students who have paid requisite fee for obtaining them in presence at time of convocation or by courier.

8. Facility shall be provided to make available following:
   
   a. Transcripts of Students based on online request by other Universities / Colleges / Consulates / Ministries, on payment of prescribed fee online from requesting institution.

   b. Generate hard copies of transcripts and / or degree certificates as per their unique ID number based on online request by students along with online payment of prescribed fee. This is to enable RGUHS courier hard copy of transcripts in sealed envelope to Student.

9. MIS, Dashboard providing details of graduating / graduated Students by gender, year, trend, etc.

10. SLAs are applicable for every internal and external process step.
5.12 **Answer Script Copies**

1. Students shall be able to obtain soft copy of their answer script/s subject to online remittance of prescribed fees, to their registered email IDs, along with SMS intimation.

2. Hard copies of answer scripts shall be couriered if so desired by students, at prescribed fees.

5.13 **Authentication of Course Credits and Certificates**

1. EMS shall have mechanisms to ensure security of mark sheets and certificates to eliminate faking of certificates.

2. Mark sheets and certificates shall be printed using system shall contain unique 16 digit code called Access Code.

3. Authentic electronic version of mark sheet and certificate can be viewed using Access Code subject to payment of online fees by requesting agency such as other Universities, consulates, prospective employers, etc.

4. Provision to courier printed marks cards, transcripts, etc. shall be available for serving specific requests of students/universities subject to payment of prescribed fees.

5. Legacy data of marks cards, transcripts, certificates shall be digitized to make them available online subject to payment online as part of the EMS. While this is not in the immediate scope of this tender, the SP is expected to take up this work for the sake of single point of accountability of the overall EMS. The rates for legacy data migration to EMS shall be mutually agreed upon and after 2 to 3 examination cycles with the EMS at RGUHS.
6. PAYMENT GATEWAY

1. SP and RGUHS together shall finalize appropriate payment gateway solution for integration into EMS and other systems at RGUHS.
2. RGUHS shall ask SP to involve in such discussions with e-payment service providers for a smooth integration of solutions.
3. The purpose is to enable robust, secure and user friendly online payment along with workflow of all stakeholders.

7. COMMUNICATIONS

1. The following shall be integral part of EMS workflow:
   i. At various steps indicated in this RFP, auto-trigger of standard email content / red alerts to registered email IDs of all stakeholders.
   ii. As applicable, above shall also be triggered over SMS to registered mobile numbers of stakeholders.
   iii. Query based SMS responses for select work flows such as examination results, marks obtained
   iv. Bulk SMS / emails to all stakeholders for any workflow events such as change of examination schedules, notification to apply for examination, etc.
   v. Any others as may come up.
   vi. The SP shall be asked to participate in discussions with vendors of mobile data solutions to enable a seamless integration with EMS and epayment solutions.

8. INTEGRATION OF EMS WITH OTHER IT SYSTEMS

RGUHS has / may introduce new IT solutions for other functions such as admissions, finance, affiliation etc. in order to ensure a seamless data interchange as needed, following interfaces need to be worked out.

1. Online payments to/from RGUHS towards EMS as described in FRS: these should seamlessly flow and integrate into financial IT system, with details like student ID, college ID, purpose, amount, etc. In addition, view/export to excel or any other universally accepted format / print facility should be provided to relevant officials of Finance Department. In addition, Finance and Evaluation officials shall be able to see / reports on EMS financial transactions / summary.
2. The EMS should be able to send/receive data from other IT systems of RGUHS.
3. Similarly, colleges will / may have their own IT systems in which they are capturing required data. facility should be provisioned to enable seamless porting of this data through flat files or any other universally acceptable format into respective EMS applications.

4. The list is indicative but not exhaustive. The endeavor here is to ensure seamless data interchange as applicable.

5. The exact details of alignment of solutions, integration, data transmission to and fro from other IT systems and EMS shall be detailed during blue printing stage.
9. IMPLEMENTATION SERVICES

9.1 The Solution Implementation Activities

The Core implementation Activities: The methodology shall be well-defined, structured adhere to best practices and cover following broad phases or work elements

1. Project Preparation - will focus on creating project charter, interfacing mechanisms, training, daily action plan, familiarization with RGUHS operations and RGUHS team with action and project plan of SP.
2. Business Process Design: After carrying out system study, detailed AS-IS & TO-BE documents shall be presented for approval.
3. Integration, Testing & Acceptance: The SP shall prepare test plans and get them approved by RGUHS. Test Data for different scenarios (Test Cases) will be prepared in consultation with users concerned for testing modules.
4. The pre-commissioning tests shall be carried out to assess following but not limited to:
   a) Conformance to functional requirements,
   b) Performance of system with reference to response time and accuracy,
   c) Adherence to Security Policies and
   d) User friendliness.
   e) Simultaneously, documentation will be reviewed by user to ensure its accuracy and clarity.
5. System Testing: The Service Provider shall after development and configuration of EMS Solution, conduct tests to demonstrate that system meets all (functional and technical solution) specifications as brought out in this RFP and in accordance with procedures detailed in approved TO-BE process document.
   a) SP shall demonstrate both Function Testing and System/ Integration Testing to RGUHS
   b) SP shall ensure that re-testing of all software likely to be impacted by correction of “Non Compliances” identified during UAT is comprehensive and auditable.
   c) SP shall undertake testing of data conversion and migration to new system.
6. Integration Testing: Integration testing shall be carried out by SP to ensure cross function modules are integrated and transaction data is flowing across modules accurately and databases are getting impacted accurately. The same must be demonstrable to authorized officials of RGUHS.
7. SP is required to plan and execute integration testing across other IT systems RGUHS has / may procure and as per specifications, functional and technical changes required, if any, and ensure satisfactory results are obtained.

8. Data Migration: Migration of data into new system is responsibility of SP. RGUHS will prescribe type and volume of data to be migrated on to system based on statutory requirements and RGUHS specific business rules and needs. A detailed plan for data migration is expected from SP during initial stages of project, which will include data to be migrated, templates for upload of data and data collection/digitization/migration timelines.

9. User and Technical Training: The SP has to assess, design deliver a comprehensive training plan to users of EMS. RGUHS expects that training should cover all following areas;

   a) Overview training on EMS Solution and Usage of System
   b) Business process overview and workflows
   c) Project technical design
   d) Database administration

i. Training Strategy: RGUHS understands that appropriate and well-designed and effective training for core users is a critical success factor.

ii. Course Material: The course materials prepared by SP shall be in English but delivery of training programme has to be in English and Kannada. The course materials, presentation and sample exercises prepared for training programmes shall be property of RGUHS. These materials shall be constantly updated, based on learnings.

   a) Training delivery: The entire training programme will be delivered by SP, including to Senior Management, Power-Users, End-Users, etc. Training needs to be conducted for College administrative users at 5 locations in Karnataka. Trainer should be able to communicate both in English and in Kannada.

10. Cut over strategy and “Go Live”: The SP has to evolve & detail a comprehensive cut over strategy including initial data take on, sequence of data take on, set up of helpdesk support, helpdesk procedure to minimize business impact of cut over activities. The SP is required to undertake following to review readiness for “Go Live”:

   i. Setting up central help desk voice and non-voice based for any resolving queries from RGUHS and all its users
   ii. Review health, usage and performance of system till it stabilizes
   iii. Ensuring resolution / Documentation of all issues raised during implementation
   iv. Final configuration / integration, volume and stress testing
   v. Switch over to production environment.
   vi. Others as necessary to be declared for “Go Live”
9.2 Audit by Third Party

RGUHS may appoint third party experts to review any or all of business design, configuration and final system for adequacy of security built into system, keeping in mind sensitivity of data and operations of RGUHS. The SP is expected to provide full cooperation to such agency to carry out its job professionally and do required rework, if any to correct inadequacy of quality and take a sign off from such third party and designated authority of RGUHS.

9.3 The Implementation Methodology

1. The methodology to be deployed by SP to implement EMS solution will have different work elements and activities. All these activities and work elements should coherently focus on achieving following key results
   a) Quality of solution deployed
   b) Customer satisfaction while deploying and during usage
   c) Successful implementation in terms of completeness and timely accomplishment of outcome

2. Critical activities of Implementation:
   a) Workshops with different stakeholders for capturing business requirements, creating awareness of best practices, communicating changes, building consensus on process design, for signing off deliverables etc. are to be organized as demanded by context.
   b) Stake holder consultation other than workshops, for purpose of critical inputs, review, suggestions, process description etc.
   c) Review sessions with different stakeholders for signing off deliverables, walking through deliverables for facilitating quick understanding. Effective mechanisms to adopt review comments changes suggested
### 9.4 Project Deliverables

Key deliverables which signal successful completion of each phase are:

<table>
<thead>
<tr>
<th>Major activity / Mile stone</th>
<th>Deliverable</th>
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<tbody>
<tr>
<td>Project Preparation</td>
<td>1. Agreed and Finalized Project Plan</td>
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<tr>
<td></td>
<td>2. Inception Report</td>
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<td></td>
<td>3. Core team training completion report</td>
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<td>4. Team profile finalization, Mobilization, Sign Off</td>
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<tr>
<td></td>
<td>2. TO-BE” Process &amp; Gap Analysis Report</td>
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<td>3. Customization Requirement Report</td>
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<td>4. Master Data Structures</td>
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<td>5. Legacy Systems Integration Report</td>
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<td>7. Business Design Blueprint sign off</td>
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<tr>
<td>Configuration, customization</td>
<td>1. Configuration Document</td>
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<tr>
<td></td>
<td>2. Integration and Interface specification</td>
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<td></td>
<td>3. Authorization, Security And Access Control Specification</td>
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<td></td>
<td>4. Demonstration Report</td>
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<tr>
<td>Training</td>
<td>1. Training Requirement Report</td>
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<td>2. Training Curriculum</td>
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<td>3. Training Schedule &amp; Completion Report</td>
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<tr>
<td>Integration Testing</td>
<td>1. Unit Test Report, Integration Test Report, Full Load, Stress Test Report</td>
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<tr>
<td></td>
<td>&amp; Sign-Off</td>
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<tr>
<td></td>
<td>2. Integration testing of EMS with Examination management system</td>
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<td></td>
<td>3. System, User and other Manuals</td>
</tr>
<tr>
<td>Audit and quality control</td>
<td>1. Quality Audit acceptance</td>
</tr>
<tr>
<td></td>
<td>2. System Quality Assurance undertaking</td>
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<tr>
<td></td>
<td>4. Action Taken Report</td>
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<tr>
<td>Data Migration</td>
<td>1. Functional Specifications for Upload programs</td>
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<tr>
<td></td>
<td>2. Data Migration Methodology &amp; Completion Report</td>
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<tr>
<td>Cut over and Go live preparation</td>
<td>1. Functional help manual</td>
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<tr>
<td></td>
<td>2. Cut over strategy report</td>
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<td></td>
<td>3. Back up strategy and Disaster Recovery Plan</td>
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<td></td>
<td>4. Fail over system plan</td>
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<td>5. Test Report</td>
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<tr>
<td>Go live and support</td>
<td>1. Go Live Sign Off</td>
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<td></td>
<td>2. Action taken report</td>
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<td>3. Transition Quality Gate(s) Sign-Off</td>
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<tr>
<td>Operations and Managed Services</td>
<td>1. Performance Evaluation report</td>
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<td>2. SLA report</td>
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<td></td>
<td>3. Action taken report</td>
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<td>4. Transition plan</td>
</tr>
<tr>
<td>Documentation</td>
<td>System, user, training material documentation</td>
</tr>
</tbody>
</table>
10. PROJECT MANAGEMENT

10.1 Project Structure

Steering Committee shall be apex decision body for EMS Project. The committee will comprise of senior officers of RGUHS, IT & Automation Consultant, etc. and SP, and chaired by Vice Chancellor of RGUHS. The steering committee will carry out following activities:

a) Mobilize resources necessary for Project Execution
b) Standardization of processes and procedures
c) Meets monthly to review project progress & resolve issues, if any

Both SP and RGUHS shall have a single point of contact – Project Managers to ensure that project moves according to schedule and blue print signed off, conduct co-ordination with respective project teams, resolve issues, etc.

SP shall deploy professional resources to ensure Go Live as per agreed schedule and quality.

10.2 Go Live Definition

1. Go-Live” or “Go Live” means commissioning and integration of all hardware including Data Center, Disaster Recovery Center, wide area network, local area network, client side computing devices and all software applications, including EMS, email and SMS messaging solutions configured, customized and used successfully by all intended users of RGUHS for successfully executing all intended transactions as indicated in this RFP and as per SLAs and / or mutually agreeable levels. The “Go Live” shall come into effect only on approval by Steering Committee of RGUHS.

2. Declaration of “Go- Live”
   a. The Project Managers of RGUHS and SP will jointly initiate notice for declaring “Go Live” after satisfactory completion of all of following:
   b. All activities as listed in this RFP
   c. After scrutinizing all inspection reports, audit findings, Contracts, licensing agreements etc.
   d. Satisfactory completion of integration of one examination cycle with other IT systems.
3. The “Go Live” notice is submitted to Steering Committee of RGUHS EMS for action.
4. Within fifteen days of receiving notice, Steering Committee will decide on actions to be taken on “Go Live”.
5. The Go Live date comes into effect only when Steering Committee approves notice for “Go Live”.
6. In event that Steering Committee does not approve or suggest further action, notices are reinitiated only after recommended actions have been satisfactorily completed.

11. OPERATIONS AND MAINTENANCE SUPPORT

The SP shall provide required operational maintenance and support to ensure system uptime as per prescribed service levels. This involves ensuring User adoption and stabilization support. After launching of EMS solution or “Go Live”, SP will provide user adoption and stabilization support during tenure of contract.

1. The Service Provider shall provide User adoption support after “Go Live”, by deputing technical and functional consultants at client site after implementation of EMS Solution. During this phase, SP will take up task related to bug fixing (if any) in configuration/customization made in system by SP, maintain back-ups of implemented system and coordinate with EMS Solution OEM for any EMS solution / Project related issues. Some of other activities in this period will include but not limited to
   a) Post “Go Live” Support Strategy, Monitoring, Review, fine tuning system response
   b) Help desk operations – voice (Kannada and English language) and ticket based support for usage related and other minor problems. Dial-in support for corruption handling, minor bug fix. Resolving issues faced by users.
   c) Onsite support - On-site support for hand holding users, database recovery, data synchronization after crash, performance tuning, bug fix, update for all critical functions. OEM support services for EMS, other Application Software Solutions, HW to ensure system performance, performance tuning, upgrades etc.to ensure conformance to service levels.
   d) Training - Follow-up training to ensure users) become comfortable in using Solution.
   e) Minor Development – configuration of reports, modification to work flow if required, user/role creation for additional users etc. This will be done through a dedicated on site team which other than doing system related tasks will also carry out these activities.
   f) Documentation - upgrade System & User Documentation system based on any new releases and provide any updates of technical and functional manuals
12. **THE BIDDING PROCESS**

The bidding process for selection of Service Provider (SP) to implement EMS consists of four stages of bidding and bid evaluation

1. **Stage 1:** Screening for Eligibility as per criteria and supporting documentation. Eligible bidders go to next stage.

2. **Technical Evaluation** – The technical proposal of only those bidders who qualify in stage 1 will be evaluated and scored as per procedures laid out in this RFP. The technical proposal of only those bidders who have more scores than thresh holds as prescribed in this RFP will be short listed for commercial evaluation

3. **Stage 2:** Commercial Evaluation – The commercial responses submitted by SPs who qualify ‘Technical Evaluation’ stage shall be evaluated as per Commercial evaluation criteria specified in different sections of this RFP

4. **Stage 3:** Selection of vendor based on combined technical and commercial scores: A Service Provider (SP) will be selected by using both technical and commercial scores described in RFP

5. **Stage 4:** Contract Finalization and Award

12.1 **Collection of RFP Document**

1. Bidders may collect RFP document from office of Registrar-Evaluation, RGUHS by furnishing following:
   a. Non-Disclosure Agreement as per format hosted on [www.rguhs.ac.in](http://www.rguhs.ac.in)
   b. Demand Draft from a Nationalized Bank for Rs. Five Thousand only favoring M/s Rajiv Gandhi University of Health Sciences, payable at Bangalore
   c. **Form G.1 in Annexure A** as per format hosted on [www.rguhs.ac.in](http://www.rguhs.ac.in)

12.2 **Bidder Queries / Clarifications on RFP**

1. All Requests for Clarifications (RFC), if any, on any statement in this RFP should be sent only in format provided in **Form G.2 of Annexure A**. All RFCs should be sent by primary and authorized contact person of bidder from his/her official email ID to The Registrar-Evaluation, RGUHS at email ID registrar_evaluation@yahoo.co.in on or before date and time specified in this RFP. The words “RFP-EMS-RFC” must be included in subject line of email.
2. RGUHS may acknowledge receipt of queries by email. In no event will RGUHS be responsible for ensuring that bidders’ inquiries have been received by RGUHS.

3. RGUHS will share answers for queries from each of bidders, with all bidders at Pre-bid meeting and subsequently through an email communication to all designated representatives of bidders.

4. RGUHS will attempt to provide reasonable response/answers to all queries submitted by potential bidders. However, RGUHS makes no representation or warranty as to completeness of any response, nor does RGUHS undertake to answer all queries that have been posed by bidders.

5. RGUHS will not be responsible for any queries which any of bidders claim to have sent and which did not reach designated email ID of RGUHS.

6. Only those queries sent by designated contact person of bidder from their official email IDs, as indicated while acknowledging receipt of RFP documents in Form G.1, will be entertained. Queries sent by anybody else from bidder organization or unofficial email IDs or its associates will not be entertained.

12.3 Pre-Bid Conference

1. A Pre-Bid conference will be held as per schedule indicated in this RFP.

2. Representatives of qualified bidders’ organization may attend pre-bid conference at their own cost. The purpose of conference is to provide bidders with clarifications on RFP and requirements of RGUHS, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of RFP.

3. The venue for Pre-bid conference will be:

   Board Room,
   Rajiv Gandhi University of Health Sciences
   4th 'T' Block, Jayanagar, Bangalore-560 041

4. The bidders are requested to email list of participants to pre-bid conference at least three working days in advance to Registrar-Evaluation, Rajiv Gandhi University of Health Sciences, 4th 'T' Block, Jayanagar, Bangalore-560 041 at his email ID using Format G.3. Each bidder should not depute more than 2 persons for pre-bid conference.

12.4 Acknowledgement of Understanding of Terms

1. By submitting a proposal, bidder shall be deemed to acknowledge that bidder has carefully read all sections of this RFP, including all forms, schedules and Appendices hereto, and has fully informed itself as to all conditions and limitations.
2. By submitting a proposal in response to this RFP, bidder shall be deemed to acknowledge that company is in complete agreement with terms and conditions of RFP and procedures adopted for bidding & evaluation of responses of bidders.

3. The bidder is requested to sign proposal covering letter as per Form T.1 of Annexure A to declare understanding of terms and acceptance of conditions

12.5 Impact of Litigation

RGUHS does not intend to deal with any bidders who are facing litigations or enquiry of such nature which have potential to adversely impact operations of bidder and thereby pose significant risk to implementation of EMS of RGUHS, if such a bidder is selected to do so. Keeping this in mind, RGUHS requests bidders to give an undertaking to this effect, using Form G.4 of Annexure A.

12.6 Earnest Money Deposit or Bid Security

1. The bidders are required to pay along with their Bids, Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs only), as security for bids in form of a Bank Guarantee. The bank guarantee is acceptable only from Nationalized Banks, State Banks and Private Banks who are authorized to business with government, e.g., HDFC, Axis Bank, IDBI, ICICI. The Bank Guarantee is to be issued as per form G.7 of Annexure A.

2. Unless forfeited as per terms and conditions elaborated in RFP documents, EMD of bidders who are unsuccessful in technical evaluation will be refunded within 30 days after completion of particular activity and declaring results.

3. Unless forfeited as per terms and conditions elaborated in RFP documents, EMD of bidders who are unsuccessful in commercial evaluation will be refunded within 30 days after signing contract with successful bidder.

4. The EMD of successful bidder will be refunded within 15 days of signing contract with RGUHS to execute project as per conditions in RFP and contract and after furnishing required Performance Bank Guarantee.

5. Bid without adequate bid security/EMD will be rejected without providing any opportunity to rectify error, either by willful intention or otherwise, committed by bidder.

6. By submitting bid and EMD bidders accept conditions for EMD as mentioned above.
### 12.7 Bid Submission Instructions

| Envelope 1: EMD and Qualification Criteria | The envelope containing Bid Security and documents in support of minimum qualification criteria to participate in this bid shall be sealed and super scribed “EMD and Qualification Criteria – EMS at RGUHS.” |
| Envelope 2: Technical Proposal | The Technical Proposal shall be prepared in accordance with requirements specified in this RFP and in format prescribed. The Technical Bid should be submitted on a non-rewritable CD format as well as two hard copies. The words “Technical Proposal – EMS for RGUHS” shall be written in indelible ink on CD. The Hard Copy shall be signed by authorized signatory on all pages before being put along with CD in envelope and sealed. The envelope shall be superscribed “Technical Proposal – EMS for RGUHS” This envelope should not contain any information about pricing or Commercial Proposal, in either explicit or implicit form, in which case bid will be rejected. |
| Envelope 3: Commercial Proposal | The Commercial Proposal shall be submitted in a sealed envelope as per specifications in this RFP and forms prescribed. The Commercial Proposal shall be submitted in form of a printed Hard Copy. The Hard Copy shall be signed by authorized signatory on all pages before being put in envelope and sealed. The envelope should also be superscribed “Commercial Proposal - EMS at RGUHS (Not to be opened with Technical Proposal)” at top right hand corner and addressed to RGUHS at address specified below in this table. Note: Unsigned Hard Copy of Commercial Proposal will lead to rejection of bid. |
| Envelope 4 | All above 3 envelopes along with proposal covering letter should be put in envelope 4 which shall be properly sealed. The outside of envelope must clearly indicate name of project “Proposal for EMS at RGUHS” and addressed to The Registrar-Evaluation, RGUHS at address specified. The package should also indicate last time and date for responding, bidder’s name and address and names of primary and secondary contact persons, with their official email id. |
| Address | All sealed covers for EMD and pre-qualification documents, technical proposal and commercial proposals (together called bid documents) along with outer envelope must be addressed to: The Registrar-Evaluation, RGUHS, 4th T Block, Jayanagar, Bangalore – 560 041 |

### 12.8 Signature

The covering letter and all pages of proposal document must be signed with bidder’s name and by a representative of bidder, who is authorized to commit bidder to contractual obligations and has power of attorney on behalf of bidder. All obligations committed by such signatories are liable to be fulfilled and enforceable through contracts.
12.9 Conditions for bidding process

12.9.1 The rights of RGUHS

1. Rights of content of proposals
   a. All proposals and accompanying documentation submitted as bids against this RFP, once opened will become property of RGUHS and will not be returned.
   b. The information provided by bidder, like names of customers of bidder or any proprietary information about bidder etc. will be treated as confidential information, unless asked to disclose by orders of court of law or Information Commission (under RTI Act)
   c. RGUHS is not restricted in its rights to use or disclose any or all of information contained in proposal, and can do so without compensation to bidder. RGUHS shall not be bound by any language in proposal indicating confidentiality of proposal or any other restriction on its use or disclosure.
   d. RGUHS has right to use services of external experts to evaluate proposal by bidders and share content of proposal either partially or completely with experts for evaluation.
   e. RGUHS has right to use services of external experts to evaluate Proof of Capability (PoC) demonstrations of EMS solutions

2. Right to Terminate Process
   a. RGUHS reserves right to accept or reject any proposal, and to annul bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to affected bidder or bidders or any obligation to inform affected bidder or bidders of grounds for actions taken by RGUHS.
   b. RGUHS may terminate bidding process at any time and without assigning any reason. RGUHS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
   c. This RFP does not constitute an offer by RGUHS. The bidder’s participation in this process may result in RGUHS selecting bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RGUHS to execute a contract or to continue negotiations. RGUHS may terminate negotiations at any time without assigning any reason.

3. Amendment of Request for Proposal - At any time prior to deadline for submission of proposals, RGUHS, for any reason, may modify RFP by amendment notified in writing
by email to all bidders who have received this RFP and such amendment shall be binding on them. RGUHS, at its discretion, may extend deadline for submission of proposals.

4. Supplemental Information to Request for Proposals - If RGUHS deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP; it may issue supplements or addenda to this RFP. Any such supplements shall be deemed to be incorporated by this reference into this RFP.

5. Proposal Preparation Costs - The bidder is responsible for all costs incurred in connection with participation in bidding process, including, but not limited to, costs incurred in participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RGUHS to facilitate evaluation process, and in finalizing a contract or all such activities related to bid process.

6. Additional Conditions
   a. This RFP does not commit RGUHS to award a contract or to engage in negotiations. Further, no bidder is entitled for any claims for cost incurred in making proposal.
   b. Timing and sequence of events resulting from this RFP shall ultimately be determined by RGUHS.
   c. No oral conversations or agreements with any official, agent, or employee of RGUHS shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of RGUHS shall be superseded by definitive agreement that results from this RFP process. Oral communications by RGUHS to bidders shall not be considered binding on RGUHS, nor shall any written materials provided by any person other than authorized representative of RGUHS.
   d. Neither bidder nor any of bidder’s representatives shall have any claims whatsoever against RGUHS or any of their respective officials, agents, consultants, advisors or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive agreement with bidder in accordance with terms thereof).
   e. This RFP does not commit RGUHS to enter into an agreement or similar undertaking with bidder or any other organization and RGUHS shall have right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever.

7. RGUHS can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend project or to issue a new RFP for this project that would supersede and replace this one.
8. Mode of Communication
   a. No oral communication by either party will be recognized as official communication
      or commitment. The only permitted mode of communication by either party will be
      through email.
   b. Any communication sent through email by either party should be through official
      email id of respective authorized persons and only those communications will be
      considered as commitments.

12.10 Conditions on Content of Proposal

1. Language of Proposals - The proposals, correspondence and documents enclosed as part
   of proposals should be in English.

2. Validity of information
   a. If information submitted by bidder during RFP process is found to be misrepresented,
      incorrect or false, accidentally, unwittingly or otherwise, at any time during bidding
      process or any time during tenure of contract, including extension period if any,
      RGUHS has right to terminate contract and initiate penal action against bidder.
   b. In case of such termination and penal actions, RGUHS shall reserve right to seek
      penalty to cover cost of damages including cost of implementation and opportunity
      loss due to time spent on implementation.

3. Overly Elaborate Proposals - Unnecessarily elaborate brochures or other promotional
   materials beyond those sufficient to present a complete and effective proposal are
   considered undesirable and may be construed as an indication of bidder’s lack of cost
   consciousness. RGUHS’s interest is in quality and precision in responsiveness of
   proposal.

4. Non-Conforming Proposals - Any proposal may be construed as a non-conforming
   proposal and ineligible for consideration if it does not comply with requirements of this
   RFP. Without limiting generality of foregoing, failure to comply with technical
   requirements, and acknowledgment of receipt of amendments, will be causes for holding
   proposals non-conforming. In addition, RGUHS will not consider for evaluation
   proposals that are “canned” presentations of promotional materials and that do not follow
   format requested in this RFP or do not appear to address particular requirements of
   RGUHS as described in different sections of this RFP or do not appear to address
   particular requirements of RGUHS to implement EMS.
12.11 The Procedural Conditions

1. Late bids
   a. Bids received after due date and specified time for any reason whatsoever, shall not be entertained.
   b. A bid is considered to have been received only when EMD in form of bank guarantee is received along with all bid response documents. The bank guarantee is acceptable only from Nationalized Banks, State Banks and Private Banks who are authorized to business with government, e.g., HDFC, Axis and IDBI, ICICI.
   c. RGUHS may, in exceptional circumstances and at its sole discretion, extend deadline for submission of proposals by intimating all bidders who have received bid documents from RGUHS, in writing through email, in which case all rights and obligations of bidders previously subject to original deadline will thereafter be subject to deadline as extended.

12.12 Conflict of Interest

The bidder shall furnish an affirmative statement as to absence of, actual or potential conflict of interest on part of bidder due to prior, current, or proposed contracts, engagements, or affiliations with RGUHS. Additionally, such disclosure shall address any and all potential elements, which would adversely impact ability of bidder to complete requirements as given in RFP. This declaration will be submitted as per Form G.5 of Appendix A.

12.13 Disqualification of Bids/Proposals

The proposal submitted by bidder is liable to be disqualified under following cases. Each of conditions laid down here are equally important, as indicated by consequence of violation of condition, which is disqualification of entire proposal of bidder

1. Violation of technical process
   a. Commercial Proposal is submitted along with Technical proposal
   b. The price information, pricing policy or pricing mechanisms or any document/information/file indicative of commercial aspects of proposal are either fully or partially enclosed or are part of Technical Proposal
   c. SPs may specifically note that while processing Bid documents, if it comes to RGUHS’s knowledge expressly or implied, that some SPs may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay /
holding up processing of Bid, then SPs so involved are liable to be disqualified for this contract.

d. In case any one party submits multiple Bids, SP is likely to be disqualified.

2. Noncompliance to conditions of bidding process

a. The Bid documents are not signed as per guidelines of RFP
b. The required EMD has not been paid as per procedures laid down in this RFP
c. The Bid validity period is shorter than required period
d. The Bid is not submitted in accordance with this document
e. During validity of Bid, or its extended period, if any, SP increases its quoted prices
f. The bidder qualifies Bid with its own conditions which contradicts terms and conditions of RFP or draft contract
g. Bid is received in incomplete form
h. Bid is not accompanied by all requisite documents

3. Non responsive Content of proposal

a. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during processing of contract (no matter at what stage) or during tenure of contract including extension period if any
b. The deliverables as given in Technical solution should be in consonance with Commercial Proposal. Any deviations in final deliverables between Technical and Commercial proposals shall make Bid as being unresponsive and may lead to disqualification of Bid

4. Inability to respond in accordance with bidding guidelines

a. The successful SP, invited to sign contract qualifies letter of acceptance of contract with its conditions
b. SP fails to deposit Performance Bank Guarantee or fails to enter into a contract within 15 days of date of notice of award of contract or within such extended period, as may be specified by RGUHS.

5. Fraudulent and corrupt practice - Bidder tries to influence proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during bid process. Definition for purposes of this provision is as per terms set forth below as follows:
a. “corrupt” practice means offering, giving, receiving, or soliciting of anything of value to influence action of a public official in procurement process or in contract execution; and

b. “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or execution of a contract to detriment of Purchaser, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive purchaser of benefits of free and open competition;

c. “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change specifications and/or make of company for which supply order was given by Purchaser

6. Consequences of disqualification

a. If a bid or a proposal is disqualified, bidder will not be eligible to participate in bidding process initiated by this RFP.

b. If proposal/bid is disqualified, it will not be processed further and same will be communicated to bidder through email/fax. No further correspondence from bidder with RGUHS will be entertained.

c. Documents submitted as a part of proposal and which have not been opened will be returned to bidder.

d. Documents submitted as a part of proposal and which have been opened at time of disqualification will not be returned to bidder.

e. If disqualification is for reasons of fraudulent or corrupt practice, RGUHS has right to initiate actions to black list bidder as per provisions of relevant acts/rules.

12.14 Entire Documents

1. Entire Request for Proposal - The following constitute entire Request For Proposal by RGUHS

   a. The RFP supplied by RGUHS
   
   b. The additional conditions if any, supplied by RGUHS on or before last date for submission of responses by bidder
c. The clarifications provided by email or on its website by RGUHS during pre-bid phase or before last date for submission of responses by bidder.

d. Minutes of meeting of pre-bid meeting circulated to bidders by RGUHS

e. Any official communication through email by RGUHS sent to all bidders during bidding period or before last date for submission of response by bidder.

f. Any corrigendum / addendum in respect of RFP issued by RGUHS

2. Entire proposal by bidder – following constitute entire proposal by bidder

a. The response by bidder submitted in soft copy format along with hard copies of same

b. The presentation material submitted by bidder during bidder presentation sessions.

c. The clarifications provided by bidder as a part of proposal against any queries/requests by RGUHS.

d. Minutes of meeting of pre-bid meeting

3. The Communications

1. The communications if any exchanged between RGUHS and bidders related to RFP and bidding process, through emails will be part of RFP / proposal documents.

2. Only communications sent through email ids of authorized persons of bidders or RGUHS and letters signed by authorized persons will be part of official records for RFPs and proposals

12.15 Consortium

In case of consortium, bidders should submit a notarized agreement in format as per Annexure D

12.16 Authenticity of Information and Right of Verification

1. RGUHS reserves right to verify all statements, information and documents submitted by bidder in response to this RFP for purpose of prequalification. Any such verification or lack of such verification by RGUHS shall not relieve respondent of its obligations or liabilities hereunder nor will it affect any rights of RGUHS there under.

2. In case it is found during evaluation of responses or at any time during subsequent procurement process or before signing of contract or after its execution and during period of project execution resulting out of contract thereof, that one or more of pre-
qualification conditions have not been met by respondent, or respondent has made material misrepresentation or has given any materially incorrect or false information, respondent shall be disqualified forthwith if not yet awarded contract either by issue of letter of intent or entering into a contract.

12.17 Conditions on Bid Opening and Evaluation

1. Bid Opening Sessions
   a. The bids will be opened on specified date, time and address in presence of bidders’ representatives who have been authorized to attend Bid opening sessions.
   b. In event of specified date of bid opening being declared a holiday for RGUHS, Bids shall be opened at same time and location on next working day.
   c. RGUHS will go ahead with bid opening, even if authorized representatives of bidders abstain from these bid opening sessions.
   d. Opening of Commercial Proposal – The commercial bids of only those bidders who have scored more than threshold points as prescribed in Technical Evaluation process will be opened.
   e. The commercial bids of those who have scored less than threshold points as prescribed will not be opened.
13. GUIDELINES FOR BID PREPARATION

13.1 Preparation of Technical Proposal

1. The bidder is expected to respond using only specified formats for response, wherever applicable. Failure to use specified formats may result in disqualification of proposal.

2. The Technical Proposals must be direct, concise, precise and complete. Any information not directly relevant to this RFP should not be included in proposal. RGUHS will evaluate bidder’s proposal based upon its clarity and directness of its response to requirements of project as outlined in this RFP.

3. In submitting additional information, it must be marked as supplemental to required response. If bidder wishes to propose additional solution components (or enhanced levels of services) beyond scope of this RFP, proposal must include a description of such services as a separate attachment to proposal.

4. Wherever customer name is asked for, for experience or deliverables, bidder is required to provide name. Not providing name of customer will be treated as incomplete information and will affect evaluation process.

5. The bidder is requested not to provide any documentary evidence of experience, methodology or any other information provided in techno-commercial proposal. The bidders are not expected to attach any promotional material, brochures with proposal. Any such information will be treated negatively. However, bidder is expected to provide names of organizations, only if organization is direct customer of bidder (and had a direct contract) of bidder.

6. The bidder shall number all pages of Technical proposal including annexures and other attachments

7. The technical proposal must not contain any price information.

13.2 Scope of Solution and Work in Technical Proposal

1. The bidder must fully understand scope of solution and services as outlined in this RFP. The bidders are expected to examine, understand and comply with all instructions, formats, terms & conditions, solution and services requirements and other information in this RFP document before submitting bids. Failure to furnish all information required by RFP or submission of a proposal not substantially responsive to RFP in every respect will be at bidder's risk and may result in rejection of proposal of bidder.
2. The bidder is expected to bid for project with a complete understanding that, all processes and functions given in this RFP need to be implemented.

3. While bidder has freedom in making any assumptions about processes and functions of RGUHS while interpreting details given in this RFP, such assumptions cannot be basis for any bargaining or different interpretation during execution of project. RGUHS retains right of final say in interpretation of scope of Project in terms of interpretation of functions, processes and services of RGUHS, as listed of this RFP.


If bidder intends to use any third party tools or methodology or any proprietary tools, during implementation of EMS, for purpose of project, bidder is required to confirm that there are no infringements of any Patent or intellectual and industrial property rights or copy rights as per applicable laws of relevant jurisdictions. The bidder is requested to use Form T 6 of Annexure B for providing patent right confirmation.

13.4 Suggestions on Draft Contract

1. A draft contract including standard terms and all other terms specific to implementation of EMS of RGUHS is circulated as Volume II of this RFP. It is expected that bidder will be able to execute this contract without any modifications, in case they are selected for doing so.

2. However bidder is requested to indicate as per Form T.8 of Annexure B, changes bidder desires to have and reason for that. This is only a solicitation of suggestions for change and this must be done as part of clarifications / suggestions not later.

3. However, it is neither guaranteed that these requests for changes will be accepted in final contract nor this process should be construed as any commitment from RGUHS to consider those suggestions.

4. The bidder should not suggest any change to contract that has financial or commercial implications during execution of contract and is against basic spirit of procuring services for implementation of Project.

5. The bidder is also requested not to base commercial proposal on assumptions that suggestions for changes to draft contract will be accepted by RGUHS.

13.5 Clarifications to Technical Proposal

1. During time of evaluation of Technical Proposal, RGUHS may seek clarifications from bidders on specific items in proposal submitted by them. All such clarifications
will be sent to contact persons indicated in proposal either by email for response within a stipulated time period.

2. The bidder has option to respond or not respond to these queries. If bidder fails to respond within stipulated time period, RGUHS has right to make assumptions on technical proposal submitted by bidder and if such assumptions lead to disqualification of technical proposal, RGUHS is not accountable for these omissions.

3. The responses by bidders to queries raised by RGUHS will be treated as part of proposal by respective bidders.

4. If any of responses by bidders to queries sent by RGUHS has commercial implications, these commercial aspects will not be accommodated in commercial evaluation process. The bidder is expected to sign a declaration to this effect as per Form T.7 in Annexure B.

13.6 Technical Proposal Structure and Documents

1. **Covering letter and Signature** - The technical proposals should be accompanied with “Technical Proposal covering letter” as per Form T.1 of Annexure B. The covering letters must be on letter head of bidder’s organization and signed by a representative of bidder, who is duly authorized, pursuant to necessary corporate sanctions/approvals, to act in respect of proposal and commit organization to contractual obligations arising out of proposal.

2. **Structure of Technical Proposal** - RGUHS does not mandate that Technical Proposal be structured in any specific fashion or sequence. The bidders use their own approach to structure document so as to bring out clearly what organization intends to propose. However, all forms as listed above should be in sequence and in place for ease of evaluation of Technical Proposal.

3. **Documents for Technical proposal** - Wherever there is a specific format provided to seek information, RGUHS expects bidders to use only these formats to provide that information. The bidder is free to use its own format for providing information in other areas. However bidders are discouraged from providing scanned copies of brochures and presentation material as technical proposal.

13.7 Commercial Proposal

1. The bidder is expected to cost for all components, implementation and Managed Services required meeting specifications as per this RFP.
2. Prices shall be quoted entirely in Indian Rupees. No clauses for price fluctuations due to fluctuation of Indian currency against any of foreign currency will be accepted during period of contract.

3. It should be separately and clearly indicated how local taxes will be applied for selling these services by a registered entity in India to RGUHS is an autonomous Institution of Government of Karnataka, based at Bangalore.

4. The quoted price must be detailed and must cover all requirements of RGUHS and terms and conditions laid out by RGUHS.

13.8 Payment Terms

1. The bidder is requested to use Form C 3 of Annexure B for indicating payment terms. This will be an indicative payment terms only. RGUHS will not commit to agree to payment terms suggested by bidder.

2. The bidder should use clearly identifiable delivery milestones for payment. RGUHS does not accept any time based payment requests.

13.9 The Commercial Proposal for Final Contract

1. RGUHS does not commit to buy all services in quoted price for which pricing has been sought. Out of various priced services of commercial proposal, RGUHS will have option and right to buy all or any combination of services. RGUHS may ask SP to provide breakup cost for each service if required. The priced services which RGUHS intends to buy will be included in commercial contract with successful bidder.

2. During period of contract, RGUHS could buy any of those services which are not included in contract and which are part of quoted price of bidder. RGUHS will have right to buy those services at same rate for which bidder was selected as successful bidder. The commercial quote for all services indicated in quote will be valid for complete period of contract.

3. Once a contract is signed with successful bidder based on commercial proposal, no adjustment of contract price shall be made on account of any variations in costs.

4. The Contract price arrived at, on basis of selection of a price of successful bidder, shall be only payment, payable by RGUHS to bidder for completion of contractual obligations by successful bidder under Contract, subject to terms of payment specified as proposed in techno-commercial proposal or one agreed between RGUHS
and bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.

13.10 Period of Validity of Bids

1. For purpose of entering into a definitive contract for implementation of EMS of RGUHS as proposed by bidder, proposals shall be valid for a period of 6 (Six) months from date of submission of proposals. A proposal valid for a shorter period may be rejected as non-responsive.

2. On completion of validity period, unless bidder withdraws its proposal in writing, it will be deemed to be valid until such time that bidder formally (in writing) withdraws his proposal.

3. In exceptional circumstances, at its discretion, RGUHS may solicit bidder's consent for an extension of validity period. The request and responses thereto shall be made in writing by email.

4. On signing of contract, prices quoted in commercial proposal for different solution components will be valid for period of contract, executed between successful bidder and RGUHS.

13.11 Correction of Errors

1. No excuse for corrections in quoted price will be entertained after proposals are opened. All corrections, if any, should be performed before submission, failing which figures for such items may not be considered.

2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between amounts mentioned in figures and in words, amount in words shall govern. The amount stated in proposal form, adjusted in accordance with above procedure, shall be considered as binding, unless it causes overall proposal price to rise, in which case overall proposal price shall govern.

3. Discrepancy between unit price and multiplied figure: If there is a discrepancy between unit price and total price that is obtained by multiplying unit price and quantity, unit price shall prevail and total price shall be corrected, if multiplied figure is lower. However if multiplied figure is higher than one provided in bid, figure provided in bid will be used to calculate unit price for contracting purposes.
14. **BID EVALUATION PROCESS**

14.1 **Proposal Evaluation Process**

1. Proposals will be evaluated by a Committee of Experts (the “Committee”) appointed by RGUHS. RGUHS or such other authority designated by RGUHS as case may be is also referred to herein as Committee of Experts (or “Committee”). RGUHS has right to appoint any individual / organization as an expert member of this committee as long as particular person does not have any conflict of interest in bidding/evaluation process.

2. Evaluations of bids will be only on basis of information provided by bidders in proposals, or any additional information provided by bidders against specific requests for clarifications sent by RGUHS during evaluation process.

3. Evaluation of bids will be done in following sequence and at end of every stage, short listed bidders will be informed of results of evaluation
   a. Scrutiny of Bid Security and adherence to general guidelines
   b. Evaluation of prequalification proposal
   c. Evaluation of mandatory technical requirements
   d. Evaluation of Technical proposal
   e. Evaluation of commercial proposal
   f. Techno commercial evaluation of bid

14.2 **Scrutiny of Bids for Security, General Guidelines, Qualification Criteria**

   The following activities will be carried out as first step in bid evaluation process

1. Scrutiny of EMD/bid security

2. Scrutiny of documents submitted as per general guidelines on following
   a. Proposal covering letter
   b. Impact of litigation statement
   c. Conflict of interest statement

3. Scrutiny of documents submitted in support of minimum qualification criteria prescribed in this RFP

4. Bids which have all of following documents in order only will be processed further.
   i. Bids in which EMD has been submitted and,
ii. Bids which have documents pertaining to general guidelines as per point 3 and,
iii. Bids which have enclosed prescribed documents in support of minimum qualification criteria

14.3 Technical Proposal Evaluation

1. The Technical bid will be scrutinized for following before going forward with evaluation.
   a. Technical Proposal Covering letter
   b. Undertaking on patent/copyrights
   c. Commitment on Clarifications

2. If any of above are not in order, such Technical Proposal are liable to be rejected without further evaluation.

3. Evaluation of solution – technical solution proposed by bidder may be evaluated against response to FRS and / or on basis of demonstration of solution, site visit/s.

4. RGUHS has right to take help of third party experts/organizations in evaluating technical proposal by bidders in general and PoC demonstration in particular.

14.4 Evaluation of Managed Services

1. Managed Services proposal will be evaluated based on parameters like
   a. The qualifications of manpower proposed reflecting their ability to understand and support transactional processing as per SLAs
   b. The resource loading plan
   c. The infrastructure for providing services
   d. The mechanisms for measuring SLA and corrective actions.

2. The strategic control element will be evaluated based on things like
   a. The mechanisms for segregation of services/duties and statutory operations
   b. The application documentation for continuity, and transition management
   c. The audit, security mechanisms and mechanisms for corrective actions

14.5 Presentation of Proposal

1. The committee may decide to invite each bidder to make a presentation to RGUHS at a date, time and venue determined by RGUHS to make a presentation of their
Technical Proposal. The purpose of such presentations would be to allow bidders to present their methodology, unique capabilities if any, project structure, quality of project team etc.

2. The bidders are expected to bear cost of travel or any other associated cost incurred for purpose of making these presentations.

### 14.6 Clarifications during Evaluation

1. During time of evaluation of Technical or/and Commercial Bids, RGUHS may seek clarifications from bidder on specific items in bids submitted by them. All such clarifications will be sent to contact persons indicated in proposal either by email.

2. The primary role of clarifications in evaluation process is to clarify ambiguities and uncertainties arising out of evaluation of bid documents. The clarifications provide opportunity for RGUHS to state its requirements clearly and for bidder to more clearly state its proposal.

3. If such clarifications are oral in nature, they will only be considered in form of minutes of meeting duly signed/agreed to by all participants.

4. The bidder has option to respond or not respond to these queries. If bidder fails to respond within stipulated time period, RGUHS has right to make assumptions on Technical or/and Commercial Bids submitted by SP and if such assumptions lead to disqualification of Technical or/and Commercial Bids, RGUHS is not accountable for these omissions.

5. All responses to clarifications will be part of Technical Proposal of respective bidders, and if clarifications are in variance with earlier information in proposal, information provided in later stages will be part of contract for implementation between SP and RGUHS.

6. If any of responses by SP to queries sent by RGUHS has commercial implications, these commercial aspects will not be accommodated in evaluation process.

### 14.7 Scoring of Technical Bids and Technical Qualification

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical Capability – based on similar projects, size, comprehensiveness of solution and managed services</td>
<td>25</td>
</tr>
<tr>
<td>2.</td>
<td>ISO 9001 &amp; ISO 27001 Certificates</td>
<td>10</td>
</tr>
<tr>
<td>3.</td>
<td>IT staff strength (employed in Hardware/Software Design, Development, Implementation, Procurement, Installation, Testing, Configuration, services)</td>
<td></td>
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</table>
and support)

<table>
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<tr>
<th>Range</th>
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<td>100 – 200</td>
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</tr>
<tr>
<td>200 - 300</td>
<td>7</td>
</tr>
<tr>
<td>&gt;300</td>
<td>10</td>
</tr>
</tbody>
</table>

4. Financial Capability

Average annual turnover for FY 2009-10, FY 10-11, FY 11-12

<table>
<thead>
<tr>
<th>Turnover</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>= 25 Crores INR</td>
<td>5</td>
</tr>
<tr>
<td>&gt;25-50 Crores INR</td>
<td>7</td>
</tr>
<tr>
<td>&gt;50 Crores INR</td>
<td>10</td>
</tr>
</tbody>
</table>

5. Demonstrable Experience in similar projects

5.1 Project involving design, development, maintenance and hosting of application in last 5 years having value of more than 20 Crores INR will be considered

<table>
<thead>
<tr>
<th>Experience</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>=1 project</td>
<td>1</td>
</tr>
<tr>
<td>2 - 3 projects</td>
<td>3</td>
</tr>
<tr>
<td>&gt;3 projects</td>
<td>5</td>
</tr>
</tbody>
</table>

5.2 QP delivery to more than 100 centers for 2 projects

<table>
<thead>
<tr>
<th>Projects</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>=1 projects</td>
<td>1</td>
</tr>
<tr>
<td>2 - 3 projects</td>
<td>3</td>
</tr>
<tr>
<td>&gt;3 projects</td>
<td>5</td>
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</tbody>
</table>

5.3 Number of projects having printing experience of printing 2 Lakh QP’s in a year

<table>
<thead>
<tr>
<th>Projects</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>=1 projects</td>
<td>1</td>
</tr>
<tr>
<td>2 - 3 projects</td>
<td>3</td>
</tr>
<tr>
<td>&gt;3 projects</td>
<td>5</td>
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</table>

Scanning experience of scanning 3 Lakhs answer books in a year

<table>
<thead>
<tr>
<th>Projects</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>=1 projects</td>
<td>1</td>
</tr>
<tr>
<td>2 - 3 projects</td>
<td>3</td>
</tr>
<tr>
<td>&gt;3 projects</td>
<td>5</td>
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</tbody>
</table>

6. Approach and Methodology*

<table>
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<th>Component</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>Understanding of Requirements</td>
<td>5</td>
</tr>
<tr>
<td>Adequacy of proposed approach &amp; methodology for application development, operations / execution, Managed Services and maintenance</td>
<td>10</td>
</tr>
<tr>
<td>Work Plan (For example Gantt chart for all activities)</td>
<td>4</td>
</tr>
<tr>
<td>Resource Plan</td>
<td>4</td>
</tr>
<tr>
<td>Training Plan</td>
<td>2</td>
</tr>
</tbody>
</table>

*Approach and Methodology will be evaluated based on quality of solution, presentation and / or discussions with bidder and solution’s ability to meet requirements of RGUHS.

The maximum possible score is 100. Threshold score to qualify shall be 70
14.8 Commercial Evaluation

The bidders, who scores more than or equal to threshold points against each of parameters and a total Technical Score of more than or equal to 70 (Seventy), will qualify to for commercial evaluation, and commercial of only these bidders will be opened.

The Technical proposal of those bidders who do not score more than threshold for each of parameters and whose total Technical Score is less than 70, will not be considered for Commercial evaluation and commercial proposal of such bidders will not opened.

14.9 Composite Evaluation

a. Techno commercial Evaluation: All bids for which commercial proposals are opened and which are in order will be evaluated using a composite Techno Commercial Evaluation approach.

b. The weights given to Technical and Commercial Proposals are:
   Technical (A) = 75% (weightage for Technical Proposal)
   Commercial (B) = 25% (weightage for Commercial Proposal)

c. The Technical Score TS of all Technically Qualified bids will be used for Techno Commercial Evaluation.

d. The Commercial Score TC from commercial evaluation will be used for Techno Commercial evaluation.

e. The combined Techno commercial score for a particular bidder will be

   \[
   \text{Score (S)} = 0.75 \times \text{TS} + 0.25 \times \text{TC}
   \]

1. Calculation of Commercial Scores (TC)

   a. Total Commercial Proposal (C): The Total Commercial Proposal or C of bid will be price quoted by bidder in commercial proposal, as per From E2 of Annexure C. This price includes all applicable taxes.

   b. Identification of lowest bid: Based on C of each of bidders, bidder with lowest C is identified as C1. All other bids are listed based on increasing value of their C, as per Form E2 of Annexure C.

   c. Calculation of Commercial Score: The commercial Score TC for each of bidders is calculated by using method as below. The bid with lowest evaluated Commercial Proposal (C1) across all categories will be given maximum financial
score (TC) of 100 points. The formula for determining financial scores for other bids is following: TCn = 100 x C1/Cn, in which TCn is financial score for bidder n, C1 is lowest bid value and Cn is bid value of proposal under consideration.

14.10 Identification of Successful Bidder

a. The bids which have been evaluated for both Technical and Commercial parameters and found to be in order will be ranked according to their combined technical (TS) and commercial (TC) scores using weights (A = weight given to Technical Proposal; B = weight given to Commercial Proposal; A + B = 1) indicated below.

b. The combined score (S) will be calculated as follows: S = (TS x A) + (TC x B) or S= 0.75*TS +0.25*TC. The solution of bidder achieving highest combined technical and financial score (S) will be treated as successful bidder.

14.11 Notification of Award and Signing of Contract

1. RGUHS will award Contract to bidder whose proposal has been determined to be successful bidder.

2. RGUHS reserve right to negotiate with bidder whose proposal has been ranked as successful bidder by committee on basis of price quoted in commercial proposal and also other commercial terms and conditions furnished in Technical proposal

3. Prior to expiration of validity period, RGUHS will notify through a “Letter of Intent”, to successful bidder in writing or by facsimile or email, that their proposal has been accepted and under consideration for signing a contract.

4. The notification of award and issue of Letter of Intent will not constitute formation of contract.

5. The successful bidder who has been issued with a letter of intent is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is 10% of contract value. This Performance Bank Guarantee has to be from any of state banks or Nationalized Bank or a Private Bank which is authorized to do business with Government. The SP is expected to furnish PBG within 15 days of receiving letter of intent.

6. The contract between successful bidder and RGUHS will come into force only upon bidder furnishing Performance Bank Guarantee as per conditions laid out in this RFP and RGUHS signing contract with successful bidder.
7. If successful bidder fails to furnish Performance Bank Guarantee, within specified period and subject to specified conditions, RGUHS has right to withdraw notification of award.

8. If successful bidder tries to alter Commercial Proposal or Technical Proposals, with something which were not part of proposals and which are in variance with basic spirit and letters of proposals, while signing contract, RGUHS has right to withdraw notification of award and bidder will forgo EMD furnished during bidding process.

9. If successful bidder fails to get into a contract with RGUHS as per Commercial Proposal and Technical Proposal submitted against this RFP, and all commitments made during evaluation process, RGUHS has right to withdraw notification of award and bidder will forgo EMD furnished during bidding process.

10. **Signing contract**- At same time as RGUHS notifies successful bidder that their proposal has been accepted, RGUHS shall enter into contract(s), incorporating all agreements (to be discussed and agreed upon separately) between RGUHS and successful bidder. Such agreements will be as per Draft contract circulated along with this RFP.

11. **Failure to agree with Terms and Conditions of RFP** – Failure of successful bidder to agree with Terms and Conditions of RFP, terms as put forward by RGUHS and/or failure to present Performance Bank Guarantee within stipulated period and/or non-fulfillment of condition of executing a contract by successful bidder shall constitute sufficient grounds for annulment of award, and forfeiture of EMD. In such an event RGUHS may engage into discussion with next best value bidder or call for new proposals.

**14.12 Performance Bank Guarantee**

1. The successful bidder shall at their own expenses deposit with RGUHS, along with agreement, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any of State Banks or Nationalized Bank or a Private Bank which is authorized to do business with Government and acceptable to RGUHS and payable on demand, for due performance and fulfillment of contract(s) by bidder.

2. This Performance Bank Guarantee will be for an amount equivalent to 10% of value of contract(s). All incidental charges whatsoever such as premium, commission etc. with respect to performance bank guarantee shall be borne by bidder.

3. The Performance Bank Guarantee shall be valid till 3 months after completion of contract period.
4. Subject to terms and conditions in Performance Bank Guarantee, at end of contract period, Performance Bank Guarantee will lapse. The Performance Bank Guarantee may be discharged/ returned by RGUHS upon being satisfied that there has been due performance of obligations of bidder under contract. However, no interest shall be payable on performance bank guarantee.

5. In event of bidder being unable to service contract(s) for whatever reason, RGUHS would invoke PBG. Notwithstanding and without prejudice to any rights whatsoever of RGUHS under contract in matter, proceeds of PBG shall be payable to RGUHS as compensation for any loss resulting from bidder’s failure to perform/comply with its obligations under contract. RGUHS shall notify bidder in writing of exercise of its right to receive such compensation within 14 days, indicating contractual obligation(s) for which bidder is in default.

6. RGUHS shall also be entitled to make recoveries from bidder’s bills, Performance Bank Guarantee, or from any other amount due to him, equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.13 Complaints and Dispute Resolution

1. If any of bidders have any complaints or reservations on bidding/procurement process, evaluation etc. Competent authority to be contacted for resolution will be Vice Chancellor of RGUHS.

2. The decision of competent authority on complaints or disputes will be final.

3. Cost of Resolution – Each party will bear cost incurred by them for resolving issues.
15. **Bid Formats**

<table>
<thead>
<tr>
<th>Details</th>
<th>Formats</th>
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<tbody>
<tr>
<td>Formats for General Bidding Conditions</td>
<td>Annexure A</td>
</tr>
<tr>
<td>Response Formats for Technical and Commercial Proposal</td>
<td>Annexure B</td>
</tr>
<tr>
<td>Evaluation Formats</td>
<td>Annexure C</td>
</tr>
<tr>
<td>Consortium Agreement</td>
<td>Annexure D</td>
</tr>
<tr>
<td>Service Level Agreements (SLA)</td>
<td>Annexure E</td>
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</table>
16.1 Annexure A

Formats for General Bidding Conditions

<table>
<thead>
<tr>
<th>Requirements / Purpose</th>
<th>Formats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration to receive RFP Documents</td>
<td>Form G.1</td>
</tr>
<tr>
<td>Request for Clarifications</td>
<td>Form G.2</td>
</tr>
<tr>
<td>Participants for Prebid Meeting</td>
<td>Form G.3</td>
</tr>
<tr>
<td>Impact of litigation statement</td>
<td>Form G.4</td>
</tr>
<tr>
<td>Statement on conflict of interest</td>
<td>Form G.5</td>
</tr>
<tr>
<td>Representation at bid opening</td>
<td>Form G.6</td>
</tr>
<tr>
<td>Bank Guarantee for EMD</td>
<td>Form G.7</td>
</tr>
</tbody>
</table>
Registration to Receive RFP Documents

On Company letter head [Date]

Registrar-Evaluation  RGUHS Bangalore

Sub: Acknowledgement of receipt of RFP

Dear Sir,

This is to notify you that we have received complete set of RFP documents circulated by your organization, to implement EMS of Rajiv Gandhi University of Health Sciences (RGUHS). The following persons will be authorized representatives of company for all future correspondence till completion of bidding process, between RGUHS and our organization.

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>Secondary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<tr>
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</tbody>
</table>

We understand that it will be responsibility of our organization to keep RGUHS posted of any changes in this list of authorized persons and we fully understand that RGUHS shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in event reasonable prior notice of any change in authorized person(s) of company is not provided to RGUHS. Information relating to examination, clarification and any other processes concerning RFP and selection shall not be disclosed to any persons not officially concerned with such process. Undue use of confidential information related to process by us may result in rejection of our proposal.

Sincerely, (Signature) Name and Title
Form G.2

**Request for Clarifications (RFC) / Prebid Queries**

Bidders requiring specific points of clarification may communicate with RGUHS during specified period using following format.

<table>
<thead>
<tr>
<th>Bidder’s Request for Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization submitting request with Full formal address of organization including phone, fax, email</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No</th>
<th>Bidding Document Reference(s) (volume/section/page number/)</th>
<th>Content of RFP requiring Clarification</th>
<th>Points of clarification required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The name of organization and date shall appear in each page of such a document/email in header or footer portion.
List of Participants for Pre-Bid Conference

(Company letter head)

[Date]

To Registrar-Evaluation RGUHS Bangalore

Sir,

Sub: Request for permission to attend Pre-bid conference – Implementation of EMS of RGUHS.

The following persons from our organization will attend pre-bid conference with reference to RFP document circulated by your organization, to implement EMS of RGUHS.

We request you to permit these people to attend pre-bid conference on ----------- at RGUHS, as representatives of our organization.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of person</th>
<th>Designation</th>
<th>Name of organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All these people will carry proofs of their identity while attending prebid conference

Yours faithfully,

Designated Contact Person

Designation

Company Seal
Litigation Impact Statement

(Company letter head)

[Date]

Registrar-Evaluation  RGUHS Bangalore

Reference: Request for Proposal to implement EMS of RGUHS

Dear Sir,

We have read and understood contents of Request for Proposal and pursuant to this hereby confirm that we continue to satisfy eligibility criteria laid out at time of short-listing us to participate in bidding process to implement EMS of RGUHS.

We hereby confirm that same as may be set out in schedule attached to this statement, there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of transactions contained in or contemplated in respect of EMS of RGUHS.

(Signature)  (In capacity of)

Duly authorized to sign RFP Response for and on behalf of:

Sincerely,

Company Seal

Name, Title, Signature, Date

(Name and Address of Company)  Seal/Stamp of Company
Form G 5

Conflict Of Interest

(Company letter head)

[Date]

To - Registrar-Evaluation  RGUHS Bangalore

Sir,

Sub:  Undertaking on Conflict of Interest regarding Implementation of EMS of RGUHS

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on part of bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with RGUHS.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete requirements as given in RFP.

We undertake and agree to indemnify and hold RGUHS harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in case of legal fees and fees of professionals, reasonably) by RGUHS and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Company Seal
Form G.6

Authorization for Representation at Bid Opening

(Company letter head)

[Date]

To

Registrar-Evaluation  RGUHS Bangalore

Sir,

Sub:  Authorization for Representation at Bid Opening – Implementation of EMS of RGUHS.

I/We declare and confirm that Mr. /Ms. __________________ has been duly authorized by us to represent us at opening of techno-commercial bids. He/She will be carrying valid photo identification as per below details:

<table>
<thead>
<tr>
<th>Name as on ID</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ID Number</td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
</tbody>
</table>

We undertake to furnish any additional documents that may be requested by you in respect of aforesaid authorization.

Yours faithfully,

Encl: Photocopy of ID of representative

Designated Contact Person

Designation

Company Seal
Form G7

Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

<Location, Date>

Whereas <<name of bidder>> (hereinafter called 'the Bidder') has submitted bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of assignment>> (hereinafter called "the Bid") to RGUHS

Know all Men by these present that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto RGUHS (hereinafter called "the Purchaser") in sum of Rs. 5,00,000/- (Rupees five lakhs only) for which payment well and truly to be made to said Purchaser, Bank binds itself, its successors and assigns by these presents. Sealed with Common Seal of said Bank this <<insert date>>

The conditions of this obligation are:

1. If Bidder having its bid withdrawn during period of bid validity specified by Bidder on Bid Form; or
2. If Bidder, having been notified of acceptance of its bid by Purchaser during period of validity of bid
   a) Withdraws his participation from bid during period of validity of bid document; or
   b) Fails or refuses to participate, or fails to respond in subsequent Tender process after having been short listed;

We undertake to pay to Purchaser up to above amount upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand Purchaser will note that amount claimed by it is due to it owing to occurrence of one or both of two conditions, specifying occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in RFP>> from last date of submission and any demand in respect thereof should reach Bank not later than above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rest. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>

III. It is condition of our liability for payment of guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under guarantee will automatically cease.

(Authorized Signatory of Bank) Seal:

Date:
16.2 Annexure B

Response Formats for Technical and Commercial Proposal

<table>
<thead>
<tr>
<th>Requirements / Purpose</th>
<th>Formats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal Covering Letter</td>
<td>Form T 1</td>
</tr>
<tr>
<td>OEM Authorization</td>
<td>Form T.2</td>
</tr>
<tr>
<td>Relevant Customer base in India</td>
<td>Form T.3</td>
</tr>
<tr>
<td>Profile of Team</td>
<td>Form T.4</td>
</tr>
<tr>
<td>Project Plan</td>
<td>Form T.5</td>
</tr>
<tr>
<td>Acceptance Mechanisms for Deliverables</td>
<td>Form T.6</td>
</tr>
<tr>
<td>Patent Rights/copyrights Confirmation</td>
<td>Form T.7</td>
</tr>
<tr>
<td>Undertaking On Clarification</td>
<td>Form T.8</td>
</tr>
<tr>
<td>Suggestions to Changes to Contract Clauses</td>
<td>Form T.9</td>
</tr>
<tr>
<td>Functional, Technical and Service Requirements of RGUHS</td>
<td>Form T.10</td>
</tr>
<tr>
<td>Commitment for PoC Demonstration of EMS Solution</td>
<td>Form T.11</td>
</tr>
<tr>
<td>Non malicious Code Certificate</td>
<td>Form T.12</td>
</tr>
<tr>
<td>Commercial Proposal Covering Letter</td>
<td>Form C 1</td>
</tr>
<tr>
<td>Price Schedule</td>
<td>Form C 2</td>
</tr>
<tr>
<td>Performance Bank Guarantee (PBG)</td>
<td>Form C 3</td>
</tr>
</tbody>
</table>
Form T.1

Technical Proposal Covering Letter

(Company letter head)

[Date]

Registrar-Evaluation  RGUHS Bangalore

Dear Sir,

Ref:  Request for Proposal for implement EMS of RGUHS

Having examined bid document, receipt of which is hereby duly acknowledged, we, undersigned, offer to provide services for implementation of EMS of RGUHS as required and outlined in RFP.

We attach hereto bid technical proposal as required by bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all services put forward in Volume 1 of this RFP or such features as may subsequently be mutually agreed between us and RGUHS or its appointed representatives.

We agree for unconditional acceptance of all terms and conditions set out in bid document and also agree to abide by this bid response for a period of six months from date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and RGUHS.

We confirm that information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to RGUHS is true, accurate, and complete. This proposal includes all information necessary to ensure that statements therein do not in whole or in part mislead RGUHS as to any material fact.
We agree that you are not bound to accept lowest or any bid response you may receive. We also agree that you reserve right in absolute sense to reject all or any of products/service specified in bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 201

(Signature) (In capacity of)

Duly authorized to sign Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ......<designation>...... of ......<Company Name>......, and that ...............<Name of Respondent>........................ who signed above response is authorized to bind corporation by authority of its governing body.

Date

(Seal here)
Form T2

OEM Authorization

To be submitted on Letterhead of OEM of EMS Solution)

(Place) (Date) To

Registrar-Evaluation  RGUHS Bangalore

Dear Sir,

Sub:  Authorization of <OEM name partnering with Service Provider> to Provide Services Based on Our Product(s)

Sir,

This is to certify that I/We am/are Original Equipment Manufacturer in respect of products listed below. I/We confirm that <name of SP> (“SP”) is a certified partner to provide implementation services of our solution and have due authorization from us to provide services, to RGUHS that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to EMS of RGUHS. We further endorse warranty, technical support and licensing terms provided by SP to RGUHS.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Product Name</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yours faithfully,

Authorized Signatory

Designation OEM’s company name

Dated this ___ day of ___201_
Relevant Customer base in India

To be submitted on Letterhead (Place) (Date)

To

Registrar-Evaluation  RGUHS Bangalore

We would like to provide following information on our customer base in India to confirm that we have been offering our packaged solution in India for last ten years.

<table>
<thead>
<tr>
<th>Name of EMS Solution/EMS Product Vendor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Name</td>
<td></td>
</tr>
<tr>
<td>The customers in India for EMS Solution</td>
<td></td>
</tr>
<tr>
<td>Name of client</td>
<td></td>
</tr>
<tr>
<td>Name of person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id…</td>
<td></td>
</tr>
<tr>
<td>In year of project initiation</td>
<td></td>
</tr>
<tr>
<td>In year of project completion</td>
<td></td>
</tr>
<tr>
<td>The solution implemented</td>
<td></td>
</tr>
</tbody>
</table>

Dated this ___ day of ___201_ |

Yours sincerely,

On behalf of [   ]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:  Address:

Seal/Stamp
Form T 4

Profile of Team

Project Manager

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of person</td>
</tr>
<tr>
<td>2.</td>
<td>Role in Project</td>
</tr>
<tr>
<td>3.</td>
<td>Qualification</td>
</tr>
<tr>
<td>4.</td>
<td>Total number of years of experience</td>
</tr>
<tr>
<td>5.</td>
<td>Number of years with current company (the bidder)</td>
</tr>
<tr>
<td>6.</td>
<td>Functional area / expertise</td>
</tr>
<tr>
<td>7.</td>
<td>Area of OEM certification</td>
</tr>
<tr>
<td>8.</td>
<td>Number of complete life cycle OEM implementations carried out</td>
</tr>
<tr>
<td>9.</td>
<td>The names of customers for which person was a Project Manager/Technical/Domain consultant (Please provide relevant names)</td>
</tr>
<tr>
<td>10.</td>
<td>The functional areas/processes implemented</td>
</tr>
</tbody>
</table>

**Note**: The name of organization, and date shall appear in each page of such a document/email in header or footer portion.
Consultants – functional and technical

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of person</td>
</tr>
<tr>
<td>2</td>
<td>Role in Project</td>
</tr>
<tr>
<td>3</td>
<td>Qualification</td>
</tr>
<tr>
<td>4</td>
<td>Total number of years of experience</td>
</tr>
<tr>
<td>5</td>
<td>Number of years with current company (the bidder)</td>
</tr>
<tr>
<td>6</td>
<td>Functional area / expertise</td>
</tr>
<tr>
<td>7</td>
<td>Area of EMS certification</td>
</tr>
<tr>
<td>8</td>
<td>Number of complete life cycle EMS implementations carried out</td>
</tr>
<tr>
<td>9</td>
<td>The names of public sector/University/Higher Education customers for whom Finance has been implemented (Please provide relevant names)</td>
</tr>
<tr>
<td>10</td>
<td>The functional areas /processes implemented</td>
</tr>
</tbody>
</table>

**Note:** The name of organization, and date shall appear in each page of such a document/email in header or footer portion.
1. Indicate all main activities of assignment. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in form of a bar chart.
Form T 6

Acceptance Mechanisms for Deliverables

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Deliverables</th>
<th>Criteria of Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Blue Print</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Realization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Go live &amp; support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLAs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form T 7

Patent Rights/ Copyrights Confirmation

(Company letter head)

[Date] To

Registrar-Evaluation  RGUHS Bangalore

Sir,

Sub: Undertaking on Patent Rights/copy rights for EMS of RGUHS

I/We do hereby undertake that none of deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per applicable laws of relevant jurisdictions having requisite competence, in respect of equipment’s, systems or any part thereof to be supplied by us. We shall indemnify RGUHS against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to aforesaid indemnity, we shall be responsible for completion of supplies of software / applications including upgrades as and when they are made available and uninterrupted use of software solution and/or system or any part thereof to RGUHS and persons authorized by RGUHS, irrespective of fact of claims of infringement of any or all rights mentioned above. If at a later date it is found that it does infringe on patent rights, I/We absolve and indemnify RGUHS of any legal action.

Yours faithfully,

Authorized Signatory

Designation
Bidder’s corporate name

Form T 8

Undertaking on Clarification

(Company letter head)

[Date]

To

Registrar-Evaluation  RGUHS Bangalore

Sir,

Sub: Undertaking on Clarifications sent to RGUHS regarding proposal for Implementation of EMS of RGUHS

I/We do hereby undertake that price quoted in commercial proposal by us is inclusive of all items in technical proposal and is inclusive of all clarifications provided/may be provided by us on technical proposal during evaluation of technical proposal. We understand and agree that our price quoted in commercial proposal is firm and final and any clarifications sought by you and provided by us would be deemed to be included in price quoted in commercial proposal by us.

Yours faithfully,

Authorized Signatory

Designation

Company Seal
Form T 9

Suggestions to Changes to Contract Clauses

((Company letter head))

[Date]

To

Registrar-Evaluation  RGUHS Bangalore

Sub:  Changes to Contract Clauses – Request for Proposal for Implementation of EMS of RGUHS.

Sir,

We request you to consider following changes to Contract Clauses:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Reference</th>
<th>Page number</th>
<th>Original text</th>
<th>Suggested Change</th>
<th>Reason for suggested change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yours faithfully,

Authorized Signatory

Designation

The Company Seal
Form T 10

Functional, Technical and Service requirements of RGUHS

As indicated at various places in this RFP document.
Form T 11

Commitment for PoC Demonstration of EMS Solution

(Company letter head - SP)

[Date]

To

The Registrar-Evaluation  RGUHS Bangalore

Sub: Confirmation for PoC Demonstration of EMS solution

Sir,

I/We agree and confirm our willingness to provide EMS Solution proposed by us for evaluation and PoC demonstration at a place, date and time to be indicated by RGUHS, at Bangalore on "No Cost No Commitment" basis when so requested.

Yours faithfully,

Authorized Signatory

Designation

SP’s corporate name
Form T 12

Non Malicious Code Certificate

(Company letter head)[Date]

To

The Registrar-Evaluation   RGUHS Bangalore

Sub: Non-Malicious Code Certificate

Sir,

1. I/We hereby certify that hardware and software being offered as part of contract does not contain any kind of malicious code that would activate procedures to:-

   (a) Inhibit desired and designed function of equipment.

   (b) Cause physical damage to user or his equipment during operational exploitation of equipment.

   (c) Tap information regarding network, network users and information stored on network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, Worms, Spywares or any malicious software on system and in software developed.

3. Without prejudice to any other rights and remedies available to RGUHS, we are liable in case of physical damage, loss of data/database/information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software.

Yours faithfully,

Authorized Signatory

Designation
Commercial Proposal Covering letter

[Date]

The Registrar-Evaluation    RGUHS Bangalore

Dear Sir,

Ref: RFP: supply and Implementation of EMS of RGUHS

Having examined Bid Document, receipt of which is hereby duly acknowledged, we, undersigned, offer to provide service for implementing EMS of RGUHS to meet such requirements and to provide services as set out in bid document. Following is our quotation summarizing our commercial proposal.

We attach hereto commercial proposal as required by Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all services to implement OEM solution as put forward in Volume 1 of RFP or such modified requirements as may subsequently be mutually agreed between us and RGUHS or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in format given in bid document issued by a bank in India, acceptable to RGUHS for a sum equivalent to 10% of total price as quoted in our commercial proposal of bid document for due performance of contract.

We agree for unconditional acceptance of all terms and conditions in bid document and also agree to abide by this bid response for a period of SIX MONTHS from date of opening commercial bid and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.
We confirm that information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to RGUHS is true, accurate, and complete. This proposal includes all information necessary to ensure that statements therein do not in whole or in part mislead RGUHS as to any material fact.”

We agree that you are not bound to accept lowest or any bid response you may receive. We also agree that you reserve right in absolute sense to reject all or any of products/services specified in bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 201

(Signature) (In capacity of)

Duly authorized to sign Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ................. of ................................, and that ................................................................. who signed above proposal is authorized to bind corporation by authority of its governing body.
## Price Schedule

Company letterhead

Date:

The Registrar-Evaluation, RGUHS Bangalore

Sub: Commercial quote for providing solutions and service for implementation of EMS of RGUHS

<table>
<thead>
<tr>
<th>Item No</th>
<th>Item description</th>
<th>The Rates inclusive of all applicable Taxes will have to be quoted per paper/exam/student in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>For all services as indicated in this RFP</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Please specify, if any other</td>
<td></td>
</tr>
</tbody>
</table>

Payment terms

Treatment of applicable taxes and any other terms
Form C.3

Performance Bank Guarantee (PBG)

Performance Bank Guarantee

<<Name>>

<<Designation>>

<<Address>>

<<Phone Nos.>>

<<Fax Nos.>>

<<email id>>

<<Location, Date>>

Whereas, <<name of supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide supply, implementation and Managed Services for <<EMS>> of RGUHS (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in said contract that applicant/supplier shall furnish you with a bank guarantee by a recognized bank for sum specified therein as security for compliance with its obligations in accordance with contract;

And whereas we, <<Name of Bank>> a banking company incorporated and having its head/registered office at <<address of registered office>> and having one of its office at <<address of local office>> have agreed to give supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of supplier, up to a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring supplier to be in default under contract and without cavil or argument, any sum or sums within limits of Rs. <<Insert
Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or sum specified therein.

We hereby waive necessity of your demanding said debt from applicant/supplier before presenting us with demand.

We further agree that no change or addition to or other modification of terms of contract to be performed there under or of any of contract documents which may be made between you and applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>. Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).

II. This bank guarantee shall be valid up to <<insert expiry date>>.

III. It is condition of our liability for payment of guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under guarantee will automatically cease.
16.3 Annexure C

**Form E.1**

**Results of Technical Evaluation**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>Score</th>
<th>Actual Score</th>
<th>Actual Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical Capability</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>ISO 9001 &amp; ISO 27001 Certificates</td>
<td>10</td>
<td></td>
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<tr>
<td>3.</td>
<td>Overall IT staff strength</td>
<td>10</td>
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<tr>
<td>4.</td>
<td>Financial Capability</td>
<td>10</td>
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<tr>
<td>5.</td>
<td>Demonstrable Experience in similar projects</td>
<td>20</td>
<td></td>
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<tr>
<td>6.</td>
<td>Approach and Methodology</td>
<td>25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Form E.2**

**Commercial Evaluation**

The Total Cost and commercial score will be calculated for commercial evaluation of bids.

<table>
<thead>
<tr>
<th>S No</th>
<th>Name of bidder</th>
<th>Total Cost</th>
<th>Commercial Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
Form E.3

Techno Commercial Evaluation

<table>
<thead>
<tr>
<th>S No</th>
<th>Name of bidder</th>
<th>Technical Score</th>
<th>Commercial Score</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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16.4 Annexure D

Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

THIS Consortium Agreement executed on this........................ day of .................Two thousand............... between.......................................................... (Prime Bidder) and having its Office at............................. (Hereinafter called "Party 1", which expression shall include its successors, executors and permitted assigns)

And

.......................................................... (Other Consortium Member) and having its Office at.............................................. (Hereinafter called "Party 2", which expression shall include its successors, executors and permitted assigns) and for purpose of submitting a Proposal for Selection of System Integrator for Project (name of Project)

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of above premises and agreement all parties in this Consortium do hereby mutually agree as follows:

In consideration of selection of Consortium as Service Provider for Rajiv Gandhi University of Health Services(RGUHS) by Registrar-Evaluation to Rajiv Gandhi University of Health Services(RGUHS), we Members of Consortium do hereby unequivocally agree that M/s.................................................. (Insert name of Prime Bidder), shall act as Prime Bidder as defined in Proposal documents for self and agent for and on behalf of ........................................ (the names of all Other Consortium Members of Consortium to be filled in here)

The Prime Bidder is hereby authorized by Other Consortium Members and parties to Consortium Agreement to bind Consortium and receive instructions for and on behalf of Other Consortium Members.

The Prime Bidder shall be liable and responsible for ensuring individual and collective commitment of each of Members of Consortium. Each Consortium Member further undertakes
to be individually liable for performance of its part of obligations without in any way limiting scope of collective liability envisaged in this agreement.

It is expressly understood and agreed between Members that responsibilities and obligations of each of Members shall be as delineated as annexed hereto as Annexure-I (to be provided by Prime Bidder) forming integral part of this Agreement. It is further agreed by Members that above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of Members, with regards to all matters relating to Project.

It is clearly agreed that Prime Bidder shall ensure performance in all respect under Contract and if one or more Consortium Members fails to perform its/ their respective obligations under Contract, same shall be deemed to be a default by all Consortium Members.

This Consortium Agreement shall be construed and interpreted in accordance with Laws of India and courts at Bengaluru alone shall have exclusive jurisdiction in all matters relating thereto and arising there under.

It is hereby agreed that if Bidding Consortium is qualified to submit a Proposal, Prime Bidder shall submit Bid Security, as stipulated in Proposal documents, on behalf of Consortium Members.

It is hereby agreed that in case of selection of Bidding Consortium as successful bidder, parties to this Consortium Agreement do hereby agree that Prime Bidder shall submit Performance Bank Guarantee as mentioned in RFP documents, on behalf of Consortium Members.

It is further expressly agreed that Consortium Agreement shall be irrevocable and shall form an integral part of Proposal and shall remain valid till completion of Project. The Prime Bidder is authorized and shall be fully responsible for accuracy and veracity of representations and information submitted by Consortium Members respectively from time to time in response to Proposal and for purposes of Assignment.

It is hereby expressly agreed between Members to this Consortium Agreement that neither Member shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of RGUHS.

This Consortium Agreement

a) has been duly executed and delivered on behalf of each Member hereto and constitutes legal, valid, binding and enforceable obligation of each such party,
b) sets forth entire understanding of parties hereto with respect to subject matter hereof;

c) shall not be amended or modified except in writing signed by each of Member and with prior written consent of Finance Department, Government of Karnataka.

IN WITNESS WHEREOF, parties to Consortium Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on Day, Month and Year first mentioned above.

For and on behalf of Prime Bidder (Party 1)

M/s………………

(Signature of authorized representative) Name:

Designation: Place:

Date:

WITNESS

1. ……………………………………………

(Signature)

Name ………………………….. Designation…………………………

2. ……………………………………………

(Signature)

Name ………………………….. Designation…………………………
Common Seal of.............................. has been affixed in my/our presence pursuant to Board of Director’s resolution dated........ ......................

For and on behalf of Consortium Member (Party 2)

M/s……………………………

(Signature of authorized representative) Name:

Designation: Place:

Date:

WITNESS

1. ……………………………………………………..

(Signature)

Name …………………………………. Designation...........…………………..

Common Seal of..............................

has been affixed in my/our presence pursuant to Board of Director’s resolution dated........ ......................

2. ……………………………………………………..

(Signature)

Name …………………………………. Designation...........…………………..
16.5 Annexure E

Service Levels Applicable

1. Introduction

This Annexure describes service levels to be established for Services offered by SP to RGUHS. The SP shall monitor and maintain stated service levels to provide quality service to RGUHS. A Service Level Agreement is appended as part of Masters Services Agreement in volume II of this RFP.

2. Definitions

a. “Scheduled Maintenance Time” shall mean time that EMS is not in service due to a scheduled activity. Scheduled maintenance time is planned downtime of services with prior permission of RGUHS, during non-business and non-mission critical duration and non-mission critical activities. The Scheduled Maintenance time within 10 hours a month as agreed shall not be considered for SLA Calculation.

b. “Scheduled operation time” means scheduled operating hours of System for month. All scheduled maintenance time on system would be deducted from total operation time for month to give scheduled operation time. The total operation time for EMS and services will be 24X7X365. The total operation time for EMS and services located at RGUHS and its affiliated college shall be business hours of RGUHS.

c. “Mission critical duration” means hours and days during which period operation time of EMS and services shall be 24X7X365 i.e., without any interruption.

d. “Mission critical activities” means those activities that must take place as per scheduled time and days prescribed by RGUHS without any interruption.

e. “System or Application downtime” means accumulated time during which EMS and services are totally available within Scheduled Operation Time but outside scheduled maintenance time and measured from time RGUHS and/or its employees, and/or its stakeholders, and managed services personnel of SP log a call with Service Provider team
of failure or failure is recorded in Automated Tool to time when System is returned to proper operation.

f. “Availability” means time for which EMS and services are available for conducting operations on RGUHS system including application and associated infrastructure. Availability is defined as:

\[
\frac{(\text{Scheduled Operation Time} - \text{System Downtime})}{\text{Scheduled Operation Time}} \times 100\%
\]

g. “Incident” refers to any event / abnormalities / disruption in functioning of EMS infrastructure and Services that may lead to disruption in normal operations of RGUHS.

3. Measurement and Monitoring

a. The SLA parameters shall be monitored on a monthly basis as per individual SLA parameter requirements. However, if performance of system/services is degraded significantly at any given point in time during Agreement and if immediate measures are not implemented and issues are not rectified to complete satisfaction of RGUHS or an agency designated by them, then RGUHS will have right to take appropriate disciplinary actions including termination of Agreement.

b. Overall Availability and Performance Measurements will be on a monthly basis for purpose of Service Level reporting. An “Availability and Performance Report” will be provided by Service Provider on monthly basis in RGUHS suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to RGUHS at end of every month containing summary of all incidents reported and associated Service Provider performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by RGUHS upon review and signoff by both Service Provider and RGUHS or RGUHS designated Agency.
c. The Automated SLA tracking tool shall play a critical role in monitoring SLA compliance and hence will have to be operationalized and customized by SP accordingly. The 3rd party testing and audit of system shall put sufficient emphasis on ensuring capability of The Automated SLA tracking tool to capture SLA compliance correctly. The selected Service Provider (SP) must deploy The Automated SLA tracking tool and develop additional scripts (if required) for capturing required data for SLA report generation in automated way. This tool should generate SLA Monitoring report at end of every month which is to be shared with RGUHS on a monthly basis. The tool should also be capable of generating SLA reports at end of every exam session.

d. RGUHS or its nominated agency shall have full access to Automated SLA tracking tool (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during project. RGUHS or its nominated agency will also audit tool and scripts on a regular basis.

e. The measurement methodology / criteria / logic will be reviewed by RGUHS.

f. Wherever, measurement is through a client setup at DC / DRC, remote access to client should be available at RGUHS-HQ. In addition, remote access should be provided at RGUHS-HQ, its other locations (e.g., Valuation centres) for all The Automated SLA tracking tool data and logs.

g. In case of default on any of service level metric, SP shall submit performance improvement plan along with root cause analysis for RGUHS’s approval.

4. Annual Reviews

a. During Agreement period, it is envisaged that there could be changes to SLA, in terms of measurement methodology / logic / criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both parties, i.e. RGUHS and SP.

b. RGUHS and SP shall each ensure that range of Services under SLA shall not be varied, reduced or increased except by prior written agreement of RGUHS and SP.

c. The SLAs may be reviewed on an annual basis by RGUHS in consultation with SP and other agencies.
5. Penalties

a. SP is expected to provide following service levels. In case these service levels cannot be achieved at service levels defined in tables below, RGUHS shall invoke performance related penalties. Payments to Service Provider are linked to compliance with SLA metrics laid down in tables below.

b. The penalties will be computed and calculated as per computation explained in Annexure A of SLA.

c. Payment to SP is linked to compliance with SLA metrics during invoicing period.

Note: Penalties shall not be levied on successful Bidder in case of a force majeure event affecting SLA which is beyond control of successful Bidder.
### Service Level Requirements for EMS for Every Exam Session/Semester

| List of Services | 1. Hall ticket and stickers generation  
|  | 2. Printing of Question Papers at examination centres  
|  | 3. Scanning of answer books  
|  | 4. Evaluation of digitized answer books  
|  | 5. Results processing  
|  | 6. Certificates and Mark sheets generation and printing of certificates in stipulated.  

**Note:**

Printing availability refers to time slot (window) when question papers are to be printed.

Scanning of answer books refers to answer books to be scanned and make available for digital evaluation at evaluation centres or otherwise as in MSA.

| Service Level Agreement Parameter | Being mission critical activities, there is zero tolerance in delay, quantity and quality of service delivery of following:  
|  | 1. Hall tickets and stickers should be generated and printed within 7 days from date of receipt of eligible candidates’ details from RGUHS  
|  | 2. Printing of required number of Question Papers at each examination centre shall be completed 30 minutes prior to commencement of exam, for every examination.  
|  | 3. Scanning of answer books meant to include following  
|  | a. Scanning shall commence within 1 working day from time RGUHS hands over answer books to SP.  
|  | b. Scanning shall be completed within 15 days from 5th day of start of each exam session.  
|  | c. Zero mutilation of answer books during scanning, till return to RGUHS.  

d. Digitization of answer books at 200 dots per inch resolution or higher as required to ensure clear legibility of all images and script in answer books.

e. The digitized answer books shall be available for evaluation at evaluation centres or on a mobile or remote access basis as prescribed by RGUHS.

4. Evaluation of digitized answer books shall be completed within 15 days from last exam of each exam session and shall include provision of following:

   a. Adequate number of evaluation centres in each city
   
   b. Adequate IT and non-IT infrastructure and amenities at each evaluation centre to ensure uninterrupted availability of digitized answer scripts to evaluators
   
   c. Mobile or remote access as prescribed by RGUHS

5. Results processing shall be completed within 5 days from receipt of all marks i.e., theory, practicals, viva voce and any other exam formats prescribed by RGUHS.

6. Certificates and Mark sheets shall be generated and printed within 10 days from date of receipt of list of eligible candidates from RGUHS

<table>
<thead>
<tr>
<th>Penalty for not meeting Service Level Agreement Parameter</th>
<th>SLA 1, 3, 4, 5 &amp; 6</th>
<th>For each of these SLA Numbers, penalty will be imposed based on number of days delayed, subject to maximum limit of 7% of total exam session bill, as decided by RGUHS officials.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The penalty shall be applicable as below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Delay by 2 days: 2% of billing value of number of affected students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Delay between 3 to 5 days: 5% of billing value of number of affected students</td>
<td></td>
<td></td>
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<tr>
<td>C. Delay of between 5 to 7 days: 10% of billing value of number of affected students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delay Level</td>
<td>Penalty Description</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>D. Delay beyond 7 days: Breach of Contract</td>
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</tr>
</tbody>
</table>

**SLA 2** - The penalty will be imposed based on number of minutes delayed, subject to maximum limit of 10% of total exam session bill, as decided by RGUHS officials.

The penalty shall be applicable as below:

- **Delay up to 15 minutes:** 2% of billing value of number of affected students

- **A. Delay between 15 to 30 minutes:** 5% of billing value of number of affected students

- **B. Delay between 30 to 40 minutes:** 10% of billing value of number of affected students

- **C. Delay beyond 40 minutes:** Breach of Contract