MODEL RFP TEMPLATES FOR SELECTION OF IMPLEMENTATION AGENCIES

Directorate of Information Technology

Government of Maharashtra

2019
This document is advisory in nature and aim to sensitize the bid management teams on good practices and harmonize/standardize the RFP clauses and terms & conditions.

The model documents comprise of RFP, Guidance Notes and Proposed Contract Terms are based on existing Central Government Guidelines, feedback from stakeholders and prevalent international practices. However it is possible that the State Government / Nodal Agencies may have their own specific procurement Guidelines which may or may not be consistent with the clauses of the RFP, Guidance notes or Contract Agreement.

It may be noted that these documents do not substitute or overrule any approvals currently required by the concerned Department/State Government Purchaser for finalization of the RFP. Accordingly it is advised that all necessary approvals are taken from appropriate authorities, as done before publishing of these model documents.
## Glossary

<table>
<thead>
<tr>
<th></th>
<th><strong>Abbreviation</strong></th>
<th><strong>Description</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A&amp;M</td>
<td>Approach &amp; Methodology</td>
</tr>
<tr>
<td>2</td>
<td>ATS</td>
<td>Annual Technical Support</td>
</tr>
<tr>
<td>3</td>
<td>BCA</td>
<td>Bachelor of Computer Applications</td>
</tr>
<tr>
<td>4</td>
<td>CCN</td>
<td>Change Control Notes</td>
</tr>
<tr>
<td>5</td>
<td>CD</td>
<td>Compact Disc</td>
</tr>
<tr>
<td>6</td>
<td>COTS</td>
<td>Commerially Off The Shelf</td>
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<tr>
<td>7</td>
<td>CS</td>
<td>Computer Science</td>
</tr>
<tr>
<td>8</td>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>9</td>
<td>CVC</td>
<td>Central Vigilance Commission</td>
</tr>
<tr>
<td>10</td>
<td>DD</td>
<td>Demand Draft</td>
</tr>
<tr>
<td>11</td>
<td>DFID</td>
<td>Department for International Development</td>
</tr>
<tr>
<td>12</td>
<td>MEITY</td>
<td>Ministry of Electronics &amp; Information Technology</td>
</tr>
<tr>
<td>13</td>
<td>DR</td>
<td>Disaster Recovery</td>
</tr>
<tr>
<td>14</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>15</td>
<td>EMS</td>
<td>Enterprise Management System</td>
</tr>
<tr>
<td>16</td>
<td>EOI</td>
<td>Expression of Interest</td>
</tr>
<tr>
<td>17</td>
<td>ESH</td>
<td>Extender Service Hours</td>
</tr>
<tr>
<td>18</td>
<td>GFR</td>
<td>General Financial Rules, 2017</td>
</tr>
<tr>
<td>19</td>
<td>GIS</td>
<td>Geographical Information System</td>
</tr>
<tr>
<td></td>
<td>Abbreviation</td>
<td>Full Form</td>
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<td>20</td>
<td>GoI</td>
<td>Government of India</td>
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<td>21</td>
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<td>Information and Communication Technology</td>
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<td>INR</td>
<td>Indian National Rupee</td>
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<tr>
<td>23</td>
<td>IP</td>
<td>Implementation Partner</td>
</tr>
<tr>
<td>24</td>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>25</td>
<td>LD</td>
<td>Liquidated Damages</td>
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<td>LLP</td>
<td>Limited Liability Partnership</td>
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<td>MCA</td>
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</tr>
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<td>30</td>
<td>MMP</td>
<td>Mission Mode Project</td>
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<td>31</td>
<td>MSA</td>
<td>Master Services Agreement</td>
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<td>32</td>
<td>NeGP</td>
<td>National e-Governance Plan</td>
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<td>O&amp;M</td>
<td>Operations and Maintenance</td>
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<td>34</td>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
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<td>35</td>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>36</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
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<td>37</td>
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<td>Power of Attorney</td>
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<td>39</td>
<td>QCBS</td>
<td>Quality Cum Cost Based Selection</td>
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<td>40</td>
<td>RFE</td>
<td>Request for Empanelment</td>
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<td>No.</td>
<td>Symbol</td>
<td>Term</td>
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<td>Request for Proposal</td>
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<td>Request for Proposal</td>
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<td>43</td>
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<td>Registrar of Companies</td>
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<td>45</td>
<td>SLA</td>
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<td>48</td>
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<td>Terms of Reference</td>
</tr>
<tr>
<td>49</td>
<td>UAT</td>
<td>User Acceptance Test</td>
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**Terms and Legends used in this document**

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<th>Symbol / Terms</th>
<th>Meaning</th>
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<tr>
<td>[ ]</td>
<td>Tips provided to the user of the template. These are to be deleted by the user from the final document being created</td>
</tr>
<tr>
<td>&lt;&lt;- &gt;&gt;</td>
<td>Text to be filled in by the bidder in response to this document. This is not to be inputted / tinkered by the user</td>
</tr>
</tbody>
</table>

**Purchaser**
The agency which is responsible for executing the project and assists the Government Department / ministry in carrying out the tendering.

In case the Government department itself decides to carry out the tendering and execute the project, then the term “Purchaser” should be replaced by the Department.

**Department**
The Department is the ultimate “owner” of the project. The e-Governance is carried out within the domain of the department.

**Optional**
Certain clauses are optional to be put in the document and would depend on certain conditions. These may be included in the RFP, post establishing the relevance of the clause.

**Bidder**
Supplier/Vendor of software application development, software products
### Key Highlights / Changes introduced

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Description</th>
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<td>Eligibility and Technical Evaluation</td>
<td>Rationalized the criterions in the Eligibility / Prequalification and the Technical evaluation (eliminated restrictive criterions)</td>
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<td>Frivolously Low bids</td>
<td>Optional clause of Rejection of bids which are ridiculously low</td>
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<td>Promote Transparency of Information</td>
<td>Standards in the quality of information to be provided in the RFP document</td>
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<td>Upfront sharing of Project Budget information</td>
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<td>4</td>
<td>Focus on Outcomes</td>
<td>Payment Schedule linked to the outcomes</td>
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<td></td>
<td>Introduction of “Success Fee”</td>
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<td>5</td>
<td>Updated Some of the Key Clauses</td>
<td>Debarment Conflict of interest</td>
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<td>6</td>
<td>Promoted Small and Medium Enterprises</td>
<td>MSME Inclusion Plan and Evaluation Criteria</td>
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<td>7</td>
<td>Service Level Agreements (SLAs)</td>
<td>Initial Pilot phase to base line SLAs</td>
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<td></td>
<td></td>
<td>Earn backs on overachieving SLAs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Continuous Improvement in SLA definitions</td>
</tr>
<tr>
<td>8</td>
<td>Payment Schedule</td>
<td>Balance Payments terms</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Changes in taxes on account of the Government</td>
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5.2 Request for Proposal

5.3 Structure of the RFP

5.4 Background Information

5.5 Instructions to the Bidders

5.6 Criteria for Evaluation

5.7 Appointment of Software Implementation Agency/Partner

5.8 Scope of Work

5.9 Key Personnel

5.10 Deliverables & Timelines

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Appendix I: Pre-Qualification & Technical Bid Templates

Appendix II: Financial Proposal Template

Appendix III: Template for PBG & CCN
Structure of Template of EOI Document

When do we need EOI?

An Expression of Interest (EOI), (also called ‘Request for Information’) is the channel for short listing bidders for a particular Implementation Services in a two stage tendering process. Typically, the shortlisted bidders in the EOI process (first stage) compete through technical and financial bids (second stage).

The objective of issuance of EOI is three fold. It assists the Purchaser in:

a. Developing the requisite clarity on the scope of work to attract the right set of target Bidders;
b. Identifying potential system Implementation Agencies having the competency and capacity to implement the e-Governance project; and
c. Purchaser Understanding the capabilities and gauging interest levels of competent Bidders.

Conducting an EOI process is recommended to be followed for all systems implementation projects wherein the budgetary estimate exceeds Rs. 25 Lakhs, [as per Rule 161, GFR, 2017]. In instances, where the Purchaser is well versed with (a) scope of the project, (b) the manner of delivery and (c) is confident of adequate industry participation, it may choose to proceed directly to the RFP process, by including the pre-qualification criterion in the RFP and making it a 3 bid system, including (a) prequalification evaluation, (b) technical evaluation and (c) financial evaluation. The benefits of EOI can still be met by having workshops with the potential Bidders before the submission of the bids.

What are the typical contents of an EOI?
The following needs to be provided in a typical Request for EOI document.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document Structure</th>
<th>Desirability</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Invitation for Expression of Interest</td>
<td>Mandatory</td>
<td>[Refer Section 1.2]</td>
</tr>
<tr>
<td>2</td>
<td>Introduction to Projects</td>
<td>Mandatory</td>
<td>[Refer Section 1.3]</td>
</tr>
<tr>
<td>3</td>
<td>Broad Scope of work</td>
<td>Mandatory</td>
<td>[Refer Section 1.4]</td>
</tr>
<tr>
<td>4</td>
<td>Instruction to Bidders</td>
<td>Mandatory</td>
<td>[Refer Section 1.6]</td>
</tr>
<tr>
<td>5</td>
<td>Pre-Qualification Criteria</td>
<td>Minimum</td>
<td>[Refer Section 1.7]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>criterions</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>* Additional Criteria</td>
<td>Optional</td>
<td>[Refer Section 1.7]</td>
</tr>
<tr>
<td>7</td>
<td>Bid Submission Forms</td>
<td>Mandatory</td>
<td>[Refer Appendix I]</td>
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</table>
### Compliance Sheet for Pre-Qualification

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particular</th>
<th>Details</th>
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<tbody>
<tr>
<td>8</td>
<td>Compliance Sheet for Pre-Qualification</td>
<td>Recommended</td>
</tr>
<tr>
<td>9</td>
<td>Proof of Concept</td>
<td>Optional</td>
</tr>
<tr>
<td>10</td>
<td>Templates</td>
<td>NA</td>
</tr>
</tbody>
</table>

[Refer Appendix I Form 3]

[Refer Section 1.5]

[Refer Templates]

---

<Name of the proposed e-Governance Project>

<File reference No.>

---

### 1.0

[Template Document for Expression of Interest/ First stage of Two-stage Bidding, for System Implementation Agencies]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Start date of issuance / sale of EOI document</td>
<td>&lt; &gt;</td>
</tr>
<tr>
<td>2.</td>
<td>Last date for Submission of Queries</td>
<td>&lt; &gt;</td>
</tr>
<tr>
<td>3.</td>
<td>Pre-Bid Conference</td>
<td>&lt; &gt;</td>
</tr>
<tr>
<td>4.</td>
<td>Issue of Corrigendum</td>
<td>&lt; &gt;</td>
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<td>5.</td>
<td>Last date for issuance / sale of EOI Document</td>
<td>&lt; &gt;</td>
</tr>
<tr>
<td>6.</td>
<td>Last date and time for EOI Submission</td>
<td>&lt; &gt;</td>
</tr>
</tbody>
</table>
MODEL INVITATION FOR EXPRESSIONS OF INTEREST (EOI) DOCUMENTS FOR PROCUREMENT OF SYSTEM IMPLEMENTATION / INTEGRATION SOLUTIONS AND SERVICES

[EOI is not a mandatory requirement for procuring the services of the IA/PPP service provider. However the bidder may still use this for the

An EOI should be Issued under the following typical circumstances:

a. Scope of work is not clear, hence, an EOI could help enter a process to define and refine it through discussions with potential Systems Implementation Agencies/System Integrators
b. To conduct a market assessment for possible (related) Solutions, Technologies and Vendors

c. Multiple solutions are possible

d. Budget estimates are unclear (or flexible)

However, the GFR (2017), Rule 164 allows for two stage bidding to address some of the above needs through the use of two-stage bidding, as Given:

(Obtain bids in two stages with receipt of financial bids after receipt and evaluation of technical bids) (I) Ministry/Department may procure the subject matter of procurement by the method of two-stage bidding, if

a. it is not feasible to formulate detailed specifications or identify specific characteristics for the subject matter of procurement, without receiving inputs regarding its technical aspects from bidders; or

b. the character of the subject matter of procurement is subject to rapid technological advances or market fluctuations or both; or

c. Ministry/Department seeks to enter into a contract for the purpose of research, experiment study or development, except where the contract includes the production of items in quantities sufficient to establish their commercial viability or to recover research and development costs; or

d. The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular procurement.

(II) The procedure for two stage bidding shall include the following, namely:—

(a) in the first stage of the bidding process, the Ministry/Department shall invite bids through advertised tender containing the technical aspects and contractual terms and conditions of the proposed procurement without a bid price;

(b) all first stage bids, which are otherwise eligible, shall be evaluated through an appropriate committee constituted by the Ministry / Department / Organisation;

(c) the committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions;
(d) in revising the relevant terms and conditions of the procurement, the procuring entity shall not modify the fundamental nature of the procurement itself, but may add, amend or omit any specification of the subject matter of procurement or criterion for evaluation;

(e) in the second stage of the bidding process, the procuring entity shall invite bids from all those bidders whose bids at the first stage were not rejected, to present final bid with bid prices in response to a revised set of terms and conditions of the procurement;

(f) any bidder, invited to bid but not in a position to supply the subject matter of procurement due to modification in the specifications or terms and conditions, may withdraw from the bidding proceedings without forfeiting any bid security that he may have been required to provide or being penalised in any way, by declaring his intention to withdraw from the procurement proceedings with adequate justification.

The user may exercise its discretion for the use of the model documents.
Model EOI Document

1.1 Advertisement for EOI/ First stage of Two–stage Bidding

[Refer: Section 1.3.2 of “Guidance Notes: Model RFP Templates for Implementation Agencies” on publishing EOI for Implementation Agencies (for Turnkey, Hardware, Software & Data entry services).

1.2 Invitation for EOI / First stage of Two–stage Bidding

The Purchaser invites EOIs from prospective bidders (‘Bidders’) for the <Name of the e-Governance project> that has been initiated. The successful Bidder will carry out the scope of work in accordance with the specifications provided in a detailed Request for Proposal (RFP) document which will be brought out by the Purchaser, subsequently. Purchaser now seeks EOI from Bidders of repute for <Project name> to <Summary of the Scope of work>. Bidders who meet the pre-qualification criteria specified in this document will be short-listed for the issue of a detailed RFP.

[Refer: Section 1.3.2 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information on this section]

1.3 Introduction to the project

[Refer: Section 1.3.3 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]

1.4 Indicative scope of work

[Refer: Section 1.3.5 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]

1.5 Proof of Concept (PoC):

[OPTIONAL CLAUSE: PoC is needed to understand a new technology area (e.g. biometrics). It should not be made a standard practice to include a PoC in the EOI process, unless the Purchaser has allocated a separate budget for it and has made it a paid activity. Refer: Section 1.3.6 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section.]

1.5.1 Scope of PoC
a. PoC for purpose of this EoI is defined as demonstration of capabilities for <insert the area which requires the demonstration / feasibility> to prove the idea and feasibility as envisioned by Purchaser.

b. The demonstration could be done using a part of an existing solution and should provide a representative solution through a relatively small number of users acting in business roles to satisfy various aspects of the requirements listed below.

c. A detailed list of test cases has been provided below. Purchaser and its authorized representatives shall witness the PoC results.

d. Each qualified EOI respondent, based on the pre-qualification criteria shall demonstrate the PoC [Optionally each EOI may contain the PoC as one of the PQ criteria for shortlisting, accordingly, this section will require to be suitably modified]). The Purchaser shall bear the cost associated with demonstrating the PoC and the Bidder would be responsible for making the demonstration.

e. PoC shall be demonstrated in the following languages : <Languages>

f. Each Bidder shall demonstrate the process flow as mentioned above for the purpose of PoC demonstration which shall be assessed based on the following test criterions:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Key feature required in the PoC</th>
<th>Test Criterion</th>
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g. Please note that this is an indicative process flow only and Bidders can demonstrate value added features and functionalities as part of their solution, which may be taken note of and included in the RFP which will be released subsequently by the Purchaser.

1.5.2 Output expected from the PoC

The objective of conducting the PoC is to:

[Note: Depending on the situation, the following points may be customized to:

- Get clarity on the design of the solution, before publishing the RFP document
- Provide an opportunity for alternative solutions by encouraging innovation facilitated by interactions with the Purchaser
- Clarify users understanding of the system]
- Verify the adequacy of specifications for the solution
- Verify system response time using a production data base
- Obtain user acceptance of procedures
- Validate initial productivity rates and cost/benefit projections
- Compute/Re-compute resource requirements
- Test interfaces with related business functions and information systems
- Feasible solution stacks (including database)
- Verify the functionality of software
- Identify and address obstacles for the full scale implementation
- Produce samples of all outputs

1.6 Instructions to Bidders

[Refer: Section 1.3.4 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]

1.6.1 Completeness of response

a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI documents with full understanding of its implications.

b. The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.

1.6.2 EOI proposal preparation costs & related issues

a. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Purchaser to facilitate the evaluation process, unless explicitly specified to the contrary.

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

c. This EOI does not commit Purchaser to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in
anticipation of award or for preparing this EOI, unless explicitly
specified to the contrary.

d. All materials submitted by the Bidders will become the property of
Purchaser and may be returned completely at its sole discretion.

1.6.3 Pre-bid Meeting

a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on
<Date & time> at <Address of the Venue>
The Bidders will ensure that their queries with regard to the EOI, to be
addressed by the Purchaser during the Pre-Bid meeting shall reach by
post, facsimile or email on or before <Date & time> to the officer whose
details are provided below (Nodal Officer):
1. <Name, Address, Fax and email id of the Nodal Officer>
2. <Name, Address, Fax and email id of the Nodal Officer>
3. <Name, Address, Fax and email id of the Nodal Officer>

[Note: Having a single contact person becomes a problem when the
person is on leave or not available and the RFP communication is sent
to him. Three levels of contacts are recommended: primary, secondary
and executive. All communications should be addressed to all the three
contacts]

1.6.4 Responses to pre-bid queries and issue of corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide
timely response to all queries. However, Purchaser makes no
representation or warranty as to the completeness or accuracy of any
response made in good faith.
b. At any time prior to the last date for receipt of bids, Purchaser may, for
any reason, whether at its own initiative or in response to a clarification
requested by a prospective Bidder, modify the EOI document by issuing
a corrigendum.
c. The corrigendum (if any) & clarifications to the queries from all Bidders
will be posted on the <website address>, GeM, and CPPP
(www.Mahatenders.gov.in) and emailed to all participants of the pre-
bid conference.
d. Any such corrigendum shall be deemed to be incorporated into this
EOI.
e. In order to afford prospective Bidders reasonable time in which to take
the corrigendum into account in preparation of their bids, Purchaser
may, at its discretion, extend the last date for the receipt of EOI Bids.
[Note: The Purchaser should ensure clear and specific responses to Bidders queries. Clarifications on scope of work which say “as per RFP” should not be encouraged (only if there is a request for change in terms / condition, then “as per RFP” should be allowed). If Bidders raise doubts about the scope, an effort must me bade to elaborate on the matter and address the query.]

1.6.5 Right to terminate the EOI process

a. Purchaser may terminate the EOI process at any time without assigning any reason. Purchaser makes no commitments, expression or implied that this process will result in a business transaction with anyone.

b. This EOI does not constitute an offer by the Purchaser. The Bidder’s participation in this process may result in Purchaser short listing the Bidder to submit a complete technical and financial response at a later date.

1.6.6 Submission of responses

[GFR, 2017 (Rule 160) E-Procurement:

(i) It is mandatory for Ministries/Departments to receive all bids through e-procurement portals in respect of all procurements.

(ii) Ministries/Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC (GePNIC). Other Ministries/Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.

(iii) These instructions will not apply to procurements made by Ministries/Departments through GeM.

(iv) In individual case where national security and strategic considerations demands confidentiality, Ministries/Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.

(v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e-procurement.

Accordingly, Ministries/Departments should receive all bids through e-procurement portals in respect of all procurements. However, when not possible, other appropriate methods of bid submission may be used, with proper approvals and reasons in writing. Relevant options have been provided below, which needs to be customized.]

<Option 1: In case of Online Submission on e-Procurement portal>

Bidders should submit their responses to an EOI as per the procedure specified in the eProcurement portal (specify URL) being used for this purpose. Generally, the items to be
uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:

- Tender Fee
- Pre-qualification response
- Additional certifications/documents e.g. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The <Purchasing Department> will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder’s Proposal.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. Bids shall be submitted in a single sealed envelope and superscripted <Name of the Assignment> and <File reference No.>. This envelope should contain two hard copies of EOI proposal marked as “First Copy” and “Second Copy” and one soft copy in the form of a non-rewriteable Compact Disc (CD). CD media must be duly signed using a permanent pen/ marker and should bear the name of the Bidder.

b. Bids shall consist of supporting proofs and documents as defined in the Prequalification section.

c. Bidder shall submit all the required documents as mentioned in the Appendix including various templates (Form 1 to Form 3). It should be ensured that various formats mentioned in this EOI should be adhered to and no changes in the format should be done.

d. Envelope should indicate clearly the name, address, telephone number, Email ID and fax number of the Bidder.

e. Each copy of the EOI should be a complete document and should be bound as a volume. The document should be page numbered, must contain the list of contents with page numbers and shall be initialled by an authorized representative of the Bidder.

f. Different copies must be bound separately.
g. Bidder must ensure that the information furnished by him / her in respective CDs is identical to that submitted by him in the original paper bid document. In case any discrepancy is observed by the Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

h. EOI document submitted by the Bidder should be concise and contain only relevant information as required under this EOI.

1.6.7 Bid submission format

The entire proposal shall be strictly as per the formats specified in this EOI and any deviation may result in the rejection of the Bidder’s EOI proposal.

1.6.8 Venue and deadline for submission

<Option 1: In case of Online Submission on e-Procurement portal>

In case of e-Procurement, the response to EOIs must be submitted on the eProcurement portal (specify URL) by the date and time specified for the EOI. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. Proposals must be received at the address specified below latest by: <Date & time> at <Address>.

b. Any proposal received by the Purchaser after the above deadline shall be rejected and returned unopened to the Bidder.

c. The bids submitted by telex/telegram/fax/e-mail\(^{1}\) etc. shall not be considered. No correspondence will be entertained on this matter.

d. Purchaser shall not be responsible for any postal delay or non-receipt/non delivery of the documents. No further correspondence on the subject will be entertained.

e. Purchaser reserves the right to modify and amend any of the above stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

\(^{1}\) It is strongly suggested that the Purchaser should consider using e-tendering platform for submission of EOI bids. In such a case, section needs modified accordingly.
1.6.9 Short listing criteria

[OPTIONAL CLAUSE: The Purchaser must exercise discretion on whether to prequalify bidders at the EOI stage. A decision to prequalify bidders at the EOI stage may be taken if the Purchaser has adequate clarity with regard to the proposed scope of work and technical criteria at the EOI stage.]

a. Purchaser will shortlist Bidders who meet the pre-qualification criteria mentioned in this EOI.

b. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of its EOI proposal.

1.6.10 Evaluation Process

a. Purchaser will constitute a committee to evaluate the responses of the Bidders in response to this EOI document (Purchase Committee).

b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the EOI and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the Bidder’s EOI proposal.

c. Each of the responses shall be evaluated to validate compliance of the Bidders according to the pre-qualification criteria, forms and the supporting documents specified in this EOI document.

d. The decision of the Purchase Committee in the evaluation of responses to the EOI shall be final. No correspondence will be entertained outside the evaluation process conducted by the Purchase Committee.

e. The Purchase Committee may ask for meetings with the Bidders to evaluate its suitability for the assignment

f. The Purchase Committee reserves the right to reject any or all proposals.

1.6.11 Consortiums

[OPTIONAL CLAUSE: The Purchaser should evaluate whether to allow the consortium or disallow. A key factor to determine the requirement of a consortium, is the value add which a consortium can bring in which a sub-contracting cannot bring in. Further it should evaluate the benefit of having single point of ownership or it has the capacity to manage multiple points of]
ownerships. 1Refer: Section 1.4.9 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]

[Refer: Section 2.5.9.1 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information under this section before finalization of the criteria]

1.7 Pre-qualification evaluation criteria

[Refer: Section 1.4 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information under this section before finalization of the criteria]

<table>
<thead>
<tr>
<th>#</th>
<th>Basic requirement</th>
<th>Specific requirements</th>
<th>Documents required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>- Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008. - Registered with the service tax authorities. - Should have been operating for the last three years.</td>
<td>- Certificate of incorporation / Partnership deed - Service tax registration - Certificate of commencement of business (if applicable)</td>
</tr>
<tr>
<td>2</td>
<td>Board resolution / Power of attorney in favour of authorised signatory</td>
<td>A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.</td>
<td>Board resolution; OR Power of attorney with appropriate supporting documents</td>
</tr>
<tr>
<td>3</td>
<td>Sales turnover from system</td>
<td>Annual sales turnover generated from services related to system integration during each of the</td>
<td>Extracts from the audited balance sheet</td>
</tr>
</tbody>
</table>

1 Consortium may be considered for situations, where subsequently it results in the formation of a Special Purpose Vehicle. In such a case, each of the consortium partners would have an equity stake, with a clear roles and responsibilities. This would also ensure that Purchaser does not get involved in reviewing the consortium agreements of each of the bidders and discourage the practice of “name lending”
<table>
<thead>
<tr>
<th>#</th>
<th>Basic requirement</th>
<th>Specific requirements</th>
<th>Documents required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>integration</td>
<td>Last three financial years (as per the last published Balance sheets), should be at least INR &lt;value in numbers and words&gt;. This turnover should be on account of Information Communication Technology (ICT) systems development and implementation (i.e. revenue should be on account of system integration/turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only. [Refer: Section 1.4.1 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]</td>
<td>and profit &amp; loss; OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>4</td>
<td>Sales turnover</td>
<td>[Refer: Section 1.4.2 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]</td>
<td>Certificate from the statutory auditor</td>
</tr>
<tr>
<td>5</td>
<td>Net worth</td>
<td>[Refer: Section 1.4.3 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]</td>
<td>Certificate from the statutory auditor</td>
</tr>
</tbody>
</table>
| 6  | Technical capability | Bidder must have successfully completed at least the following numbers of ICT system development and implementation engagement(s) of value specified herein:  
- One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR  
- Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR  |
|    |                   | Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor);                                                                                        |                                                                                                             |
- Three projects of similar nature not less than the amount equal to 40% of estimated cost

[Refer: Section 1.4.4 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]

OR

Work Order + Phase Completion Certificate from the client

<table>
<thead>
<tr>
<th>#</th>
<th>Basic requirement</th>
<th>Specific requirements</th>
<th>Documents required</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Certifications</td>
<td>[Refer: Section 1.4.7 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section]</td>
<td>Copy of certificate</td>
</tr>
</tbody>
</table>
| 8  | Debarment         | Debarment should use as a mandatory Pre-Qualification criterion to restrict organizations that have been either debarred by Central Procurement agency or by the tendering department for breach of ethical conduct or fraudulent practices, etc. as specified in Rule 151 of GFR. | Self-Certified letter that the bidder (or any of its successor) is not in the active debarred list published by:
  a) Central Public Procurement Portal; and
  b) procuring Ministry / Department |
| 9  | Manpower strength | [Refer: Section 1.4.6 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section] | Self-certification by the authorized signatory with clear declaration of staff. |
| 10 | Pre-contract integrity pact | [Refer: Section 1.4.11 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for more information under this section] | Integrity pact in the format prescribed in Appendix I, Form 4 |
| 12 | Power of attorney in favour of the lead member | In case of consortium, the members shall submit a power of attorney in favour of the lead member.  

[Optional: In case of the Bidders are allowed to bid as a consortium, the members should submit a power of attorney in favour of the lead member.] | Power of attorney |

[Note: The endeavour of the EOI/1st Stage is to have serious Bidders, who can help the Nodal Agencies in conceptualization of scope of work & other areas of the RFP for procurement of SI Vendor. However in case it is expected that more than 8 Bidders would be able to meet the]
eligibility criterion, additional criteria may be kept in such circumstances to restrict this list to the best 8 contenders. It may be noted that the additional criteria may be added ONLY when more than 8 Bidders are expected to bid and qualify the abovementioned criteria.

1.8 Technical evaluation criteria

<table>
<thead>
<tr>
<th>Basic requirements</th>
<th>Specific requirements</th>
<th>Marks allocated</th>
<th>Evaluation criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of Bidders</td>
<td>Suggested solutions (one or more than one)</td>
<td>10</td>
<td>Minimum of 5 marks for the suggested solution, which will be evaluated on:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1) Feasibility</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2) Solution proposed as a stack</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3) Technologies proposed</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4) Demonstration of robustness of the proposed solution</td>
</tr>
<tr>
<td></td>
<td>Bidder’s experience in “Similar” projects (for which work order/completion certificates can be provided)</td>
<td>60</td>
<td>Minimum of 45 marks based on qualitative assessment on:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1) Solution implemented as a stack</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2) Technologies used</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3) Scale of implementation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4) Learning on issues</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5) Challenges,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6) Client References</td>
</tr>
<tr>
<td></td>
<td>Bidder’s competence</td>
<td>30</td>
<td>Minimum of 15 marks based on qualitative assessment on:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1. Research work/centres of excellence</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Patents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. Assets in the given project’s domain</td>
</tr>
</tbody>
</table>

Appendix I: Bid submission forms

The Bidders are expected to respond to the EOI online on the eProcurement portal by providing all documents supporting pre-qualification / EOI criteria.

Proposal / pre-qualification bid shall comprise of following forms:

**Form 1:** Covering letter with correspondence details
Form 2: Details of the Bidder’s operations and IT implementation business

Form 3: Compliance sheet for pre-qualification criteria

Form 4: Pre-contract integrity pact
Form 1: Covering letter with correspondence details

<Location, Date>

<Name of the Nodal Officer>

<Address of the Purchaser>

Dear Sir,

We, the undersigned, offer to provide the IT Implementation services for <<Name of the Assignment>>

Our correspondence details with regard to this EOI are:

<table>
<thead>
<tr>
<th>#</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Contact Person</td>
<td>&lt;&lt;Insert Name of Contact&gt;&gt;</td>
</tr>
<tr>
<td>2</td>
<td>Address of the Contact Person</td>
<td>&lt;&lt;Insert Address&gt;&gt;</td>
</tr>
<tr>
<td>3</td>
<td>Name, designation and contact, address of the person to whom, all references shall be made, regarding this EOI.</td>
<td>&lt;&lt;Insert Name of Contact&gt;&gt;</td>
</tr>
<tr>
<td>4</td>
<td>Telephone number of the Contact Person</td>
<td>&lt;&lt;Insert Phone No.&gt;&gt;</td>
</tr>
<tr>
<td>5</td>
<td>Mobile number of the Contact Person</td>
<td>&lt;&lt;Insert Mobile No.&gt;&gt;</td>
</tr>
<tr>
<td>6</td>
<td>Fax number of the Contact Person</td>
<td>&lt;&lt;Insert Fax No.&gt;&gt;</td>
</tr>
<tr>
<td>7</td>
<td>Email ID of the Contact Person</td>
<td>&lt;&lt;Insert Email&gt;&gt;</td>
</tr>
<tr>
<td>8</td>
<td>Corporate website URL</td>
<td>&lt;&lt;Insert Website URL&gt;&gt;</td>
</tr>
</tbody>
</table>

We are hereby submitting our Expression of Interest (EOI) in both printed format (2 copies) and as a soft copy in a CD. [In case of online submission only, this line will need to be modified accordingly.] We understand you are not bound to accept any proposal you receive.

We understand and agree to comply that on verification, if any of the information provided here is found to be misleading the EOI process or unduly favours our company in the short listing process, we are liable to be dismissed from the selection process or termination of the resultant contract during the project.

We hereby declare that our proposal submitted in response to this EOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

For and on behalf of <<Legal name of bidding entity>>

<<Authorised Signatory’s signature affixed with corporate seal>>

Name: <<Insert Name of Contact>>
Form 2: Details of the bidder’s operations and IT implementation business

<table>
<thead>
<tr>
<th>#</th>
<th>Information sought</th>
<th>Details to be furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Name and address of the bidding company</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Incorporation status of the firm (Public limited / private limited, etc.)</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Year of establishment</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Registrar of Companies (ROC) reference no.</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Details of company registration</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Details of registration with appropriate authorities for service tax</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Name, address, email, phone nos. and mobile number of contact person</td>
<td></td>
</tr>
</tbody>
</table>
Form 3: Compliance sheet for pre-qualification criteria

[Please customize this list on the basis of guidance provided in section 1.7 of this document]

<table>
<thead>
<tr>
<th>#</th>
<th>Basic requirement</th>
<th>Documents required</th>
<th>Provided (Yes/No)</th>
<th>Reference number &amp; page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Sales turnover in system integration</td>
<td>Extracts from the audited balance sheet and profit &amp; loss; OR Certificate from the statutory auditor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Board of resolution OR Power of attorney</td>
<td>Board resolution OR Power of attorney</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sales turnover</td>
<td>Certificate from the statutory auditor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Net worth</td>
<td>Certificate from the statutory auditor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Technical capability</td>
<td>Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor); OR Work order + Phase completion certificate from the client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Certifications</td>
<td>Copy of certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Debarment</td>
<td>A self-certified letter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Optional**

<table>
<thead>
<tr>
<th>#</th>
<th>Basic requirement</th>
<th>Documents required</th>
<th>Provided (Yes/No)</th>
<th>Reference number &amp; page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-contract integrity pact</td>
<td>Integrity pact in the prescribed format</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Manpower strength</td>
<td>Self-certification by the authorized signatory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Power of attorney in favour of lead member</td>
<td>Power of attorney in favour of lead member</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Form 4: Integrity pact

**INTEGRITY PACT**

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through
Purchaser (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the Managed Service Provider (MSP) for implementation and operations management of the Project and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

- Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of the BIDDER**

3. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

i) “officers/employee of the BUYER”, means only those persons who are involved in the bid process / Project.

ii) “Financial interest/stake in the BIDDER’s firm” excludes investment in securities of listed companies”.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in India in respect of any corrupt practices envisaged hereunder or
with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (EMD)**

5.1 The Bidder’s EMD of Rs. <value> deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.

5.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.3 Within 21 days of the receipt of notification of award from the employer, the successful Bidder shall furnish the performance security equal to <10 per cent> of the value of contract from a commercial bank in accordance with the conditions of the Agreement, in the proforma prescribed at Annexure 3 of Volume – I of the RFP.

5.4 Performance security should remain valid from date of execution of Contract to the expiry of 60 days after the date of completion of all contractual obligations including warranty obligations.

5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Performance Security for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be require to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher
than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

i) The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Accessibility

7.1 All IT products and services used by SI/MSP must necessarily incorporate the principle of Universal Design and global accessibility standards as approved by Government. In absence of any such Government approved standards, SI/MSP should adhere to global accessibility standards as reference (e.g. EN 301 549).
7.2 All information portals and websites developed by SI/MSP for information dissemination must necessarily be in accessible formats, adhering to the provisions of the WCAG 2.0, Web Access Guidelines. The IT systems should be built, with an aim, to provide maximum accessibility and usability to its users irrespective of device in use, technology or ability.

8. **Independent Monitors**

8.1 Shri <Name> has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the <Purchaser’s entity>. His contact details are as under:

   <Name>
   <Address>
   <Contact details>

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of investigation**
   In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**
    This document is subject to Indian Law, Government of Maharashtra Laws, Rules and Regulations. The place of performance and jurisdiction is State of Maharashtra.

11. **Other Legal Actions**
    The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**
   12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto <X years> or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

   12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ________ on ______

<table>
<thead>
<tr>
<th>Buyer</th>
<th>BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Officer</td>
<td>CHIEF EXECUTIVE OFFICER</td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Dept /Ministry/PSU</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WITNESS</th>
<th>WITNESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents for foreign suppliers.
Structure of Template of RFP Document

When do we need an RFP?
An RFP is used for procurement under the following typical circumstances:

• Scope of work and deliverables are standard, reasonably well known and/or can be clearly defined
• Budget is known, approved OR availability of budget is assured
• Need to procure the most economical tender, through open competitive bidding - generate adequate buying advantage by ensuring competition amongst at least with 3 to 5 Bidders.
• If all the above is applicable and estimated value of the assignment is less than Rs. 25 lakhs, then the Purchaser can directly release this RFP instead of releasing the EOI and then RFP [as per Rule 183, GFR(2017), Section II (procurement of Services)]. This RFP may consist of technical evaluation criteria and/or pre-qualification criteria with financial details.

How to use this RFP?
This model RFP has been prepared for Purchaser / Nodal Agency to engage a systems integration agency for providing turnkey solutions. This model RFP should be used as a template for creation of RFP. The user of this template should refer to the “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information. A draft agreement has been provided separately in Annexure I.

What are typical contents of a RFP?

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document Structure</th>
<th>Desirability</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fact Sheet</td>
<td>Mandatory</td>
<td>Refer Section 2.1</td>
</tr>
<tr>
<td>2.</td>
<td>Background Information</td>
<td>Mandatory</td>
<td>Refer Section 2.4</td>
</tr>
<tr>
<td>3.</td>
<td>Instruction to Bidder</td>
<td>Mandatory</td>
<td>Refer Sections 2.5, 2.7, 2.9, 2.12, 2.16, 2.17, 2.18</td>
</tr>
<tr>
<td>4.</td>
<td>Pre- Qualification</td>
<td>Mandatory</td>
<td>Refer Section 2.6.1</td>
</tr>
<tr>
<td>5.</td>
<td>Criteria for Technical Evaluation</td>
<td>Mandatory</td>
<td>Refer Section 2.6.2</td>
</tr>
<tr>
<td>6.</td>
<td>Scope of Work</td>
<td>Mandatory</td>
<td>Refer Section 2.8</td>
</tr>
<tr>
<td>7.</td>
<td>Deliverables &amp; Timelines</td>
<td>Mandatory</td>
<td>Refer Section 2.9, 2.10, 2.13, 2.15</td>
</tr>
<tr>
<td>8.</td>
<td>Payment Schedule</td>
<td>Mandatory</td>
<td>Refer Section 2.14</td>
</tr>
<tr>
<td>9.</td>
<td>Service Level Agreements (SLAs)</td>
<td>Mandatory</td>
<td>Refer Section 2.11</td>
</tr>
<tr>
<td>10.</td>
<td>Commercial Bid Format</td>
<td>Mandatory</td>
<td>Appendix II</td>
</tr>
<tr>
<td>11.</td>
<td>Checklist for Submission</td>
<td>Mandatory</td>
<td>Appendix I, Form 1 &amp; 4</td>
</tr>
</tbody>
</table>
How do I customize this RFP in case I need to follow two Stage bidding?

In case the procuring agency / nodal agency is following a two stage bidding, then the “Expression of Interest” template should be used in 1st stage and RFP template should be used 2nd stage. However in the response to first stage, the commercial bid is not to be filled and the same needs to be mentioned explicitly in the concerned section.

As per Rule 164, the procedure for two stage bidding shall include the following, namely:

a. in the first stage of the bidding process, the Ministry/Department shall invite bids through advertised tender containing the technical aspects and contractual terms and conditions of the proposed procurement without a bid price;
b. all first stage bids, which are otherwise eligible, shall be evaluated through an appropriate committee constituted by the Ministry/Department;
c. the committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions;
d. in revising the relevant terms and conditions of the procurement, the procuring entity shall not modify the fundamental nature of the procurement itself, but may add, amend or omit any specification of the subject matter of procurement or criterion for evaluation;
e. in the second stage of the bidding process, the procuring entity shall invite bids from all those bidders whose bids at the first stage were not rejected, to present final bid with bid prices in response to a revised set of terms and conditions of the procurement;
f. any bidder, invited to bid but not in a position to supply the subject matter of procurement due to modification in the specifications or terms and conditions, may withdraw from the bidding proceedings without forfeiting any bid security that he may have been required to provide or being penalised in any way, by declaring his intention to withdraw from the procurement proceedings with adequate justification.
2.0

[Template Document for Request for Proposal for Selection of System Integrator]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Start date of issuance / sale of RFP document</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>2.</td>
<td>Last date for Submission of Queries</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>3.</td>
<td>Pre-Bid Conference</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>4.</td>
<td>Issue of Corrigendum</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>5.</td>
<td>Last date for issuance / sale of RFP Document</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>6.</td>
<td>Last date and time for RFP Submission</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>7.</td>
<td>Date and time of opening of Pre-Qualification bids</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>8.</td>
<td>Date and time for opening of Technical bids</td>
<td>&lt; Date &gt;</td>
</tr>
<tr>
<td>9.</td>
<td>Date and time for opening of Commercial bids</td>
<td>&lt; Date &gt;</td>
</tr>
</tbody>
</table>

2. Model Request for Proposal Document for selection of System Integrator

As per GFR 2017, Rule 148 & 149 it now compulsory to procure goods and services as available in the GeM. Hence the procurer should first satisfy himself that an RFP is required to be published in conformance with the GFR 2017.

<table>
<thead>
<tr>
<th>Rule 148</th>
<th>DGS&amp;D shall conclude rate contracts with the registered suppliers for such goods, which are not available on GeM, and are identified as common use items and are needed on recurring basis by various Central Government Ministries or Departments. DGS&amp;D will furnish and update all the relevant details of the rate contracts on its website. The Ministries or Departments shall follow those rate contracts to the maximum extent possible.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rule 149</td>
<td>&quot;The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM.&quot; ...........</td>
</tr>
</tbody>
</table>
### 2.1 Fact Sheet

[The bidders should be provided with this Fact Sheet comprising of important factual data on the tender.]

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
</tr>
</thead>
</table>
| <Section 2.6.4>  | The method of selection is: <Type Method of Selection>  
Refer: Section 2.6.1.1. of “Guidance Notes : Model RFP Templates for Implementation Agencies” for method of selection |
Shortlisted firm/entity may associate with other shortlisted firm [relevant only in the case where EOI process has been completed previously]:
Yes ___ No ___ |
| Optional: The Financial Proposal shall not exceed the available budget of: <Insert the available budget>. |
| <Section 2.5.4.2> | RFP can be Downloaded from <website address> and www.Mahatenders.gov.in. Bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal. [OR] |
| | Collected from the following address on or before <indicate date, time>: <Name> |

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;Designation&gt;</td>
<td>&lt;Address&gt;</td>
</tr>
<tr>
<td>&lt;Phone Nos.&gt;</td>
<td>&lt;Fax Nos.&gt; &lt;email id&gt; by paying the document Fee of Rs. &lt;Amount&gt; by Demand Draft in favour of &lt;Bank Account Name&gt; and payable at &lt;Location / City&gt; from any commercial bank.]</td>
</tr>
<tr>
<td>Clause Reference</td>
<td>Topic</td>
</tr>
<tr>
<td>------------------</td>
<td>-------</td>
</tr>
<tr>
<td><strong>&lt;Section 2.5.453&gt;</strong></td>
<td>EMD of Rs. <em>(amount)</em> in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS).</td>
</tr>
<tr>
<td><strong>&lt;Section 2.10&gt;</strong></td>
<td>Procurement is linked to <strong>&lt;Deliverables&gt;</strong></td>
</tr>
<tr>
<td><strong>&lt;Section 2.10&gt;</strong></td>
<td>The assignment is phased: Yes _______ No_______ [If yes, indicate the phasing]</td>
</tr>
<tr>
<td><strong>&lt;Section 2.5.3&gt;</strong></td>
<td>A pre-bid meeting will be held on <em>&lt; indicate date, time, and venue&gt;</em> The name, address, and telephone numbers of the nodal officer is: &lt;Name&gt; &lt;Designation&gt; &lt;Address&gt; &lt;Phone Nos.&gt; &lt;Fax Nos.&gt; &lt;email id&gt; All queries should be received on or before <em>&lt;indicate date, time&gt;</em> either through post, fax or email.</td>
</tr>
<tr>
<td><strong>&lt;Section 2.16&gt;</strong></td>
<td>The Purchaser/Department envisages any downstream work: Yes __ No ___ [If yes, outline in the “Terms of Reference” the scope, nature, and timing of future work] [Also indicate, whether the downstream work would constitute “Conflict of interest”. Refer: Section 2.5.10 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for details on “Conflict of Interest”]</td>
</tr>
<tr>
<td><strong>&lt;Section 2.5.5.2&gt;</strong></td>
<td>Proposals should be submitted in the following language(s): <em>&lt;Insert language&gt;</em></td>
</tr>
<tr>
<td><strong>&lt;Section 2.14&gt;</strong></td>
<td>Taxes: <em>&lt;As applicable&gt;</em></td>
</tr>
<tr>
<td><strong>&lt;Section 2.5.7.2&gt;</strong></td>
<td>Proposals must remain valid <em>&lt;days&gt;</em> [Normally between 60 and 90 days] after the submission date, i.e., until: <em>&lt;insert the date&gt;</em></td>
</tr>
<tr>
<td><strong>&lt;Section 2.5.4.5&gt;</strong></td>
<td><strong>Option 1: In case of online submission</strong> Bidders must upload and submit on the eProcurement portal <em>&lt;URL&gt;</em> all the items (documents), as per the folder structure specified on the eProcurement portal.</td>
</tr>
</tbody>
</table>
2.2 Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified Information Technology (IT) firms with sound technical and financial capabilities for design, development, implementation and maintenance of an end to end IT solution along with the establishment and operation of related outsourced process operating units as detailed out in the scope of work under Section 2.7 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 2.6.1 of this RFP document.

2.3 Structure of the RFP

This RFP document for the project of Name of the Assignment for the Purchaser comprises of the following.

i. Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:

   a. General instructions for bidding process
   b. Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder’s suitability as the implementation partner
c. Payment schedule

d. Commercial bid and other formats

ii. Functional and technical requirements of the project. The contents of the document broadly cover the following areas:

   a. About the project and its objectives
   b. Scope of work for the implementation agency
   c. Functional and Technical requirements
   d. Project Schedule
   e. Service levels for the implementation partner

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder’s suitability to become the implementation partner of the Purchaser.

iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA).(provided separately in Annexure I)

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2.4 Background information

[Refer: Section 2.4.3 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information]

2.4.1 Basic Information

   a) Purchaser invites responses (“Tenders”) to this Request for Proposals (“RFP”) from reputed Information Technology (IT) companies/ systems implementation agencies (“Bidders”) for the provision of <e-Governance System Implementation Services> as described in Section 2.8 of this RFP, “Scope of Work” (“the System Implementations/Turnkey Solutions”).

   b) Any contract that may result from this Government procurement competition will be issued for a term of <insert relevant period> (“the Term”).

   c) The Purchaser reserves the right to extend the Term for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions, subject to the Purchaser’s obligations at law following due process with permission of Competent Authority.
d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

2.4.2 Project Background

[The “Project Background” should give project details around
• Need for the solution, product(s) and services
• Solution components with functional overview of each component
• Expected outcome of the implemented solution]

2.4.3 Key Information

[The Introduction section should lay down:
• Prime Objective of the project
• When was the program initiated/sanctioned
• Background about the Government program / initiative in terms of business challenges, issues faced and lack of efficiency etc.
• Project Dependencies
• Stakeholder Details
• Funds and sponsors for program - The estimated number of professional staff-months required for the assignment OR the sanctioned budget
• Any downstream work expected from this assignment and any potential “Conflict of Interest” situation emerging from that
• The inputs/facilities which would be provided to the successful Bidder on award of this contract]

2.4.4 About the Department

[The “About” section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the procured solution. The section should explain facts and figures about the Government entity in terms of its
• Vision and organizational objectives
• Key Functions of the Department
• Organization structure of the Department (Comprising divisions/directorates etc.)
• Manpower strength]
• Activities of the Department
• Geographical spread and operating locations]

[The Purchaser should also share the DPR or any feasibility study carried out in the RFP. This would help in highlighting any gaps made in the DPR and also ensure that the solution is not “overspecified”. It may be noted that currently the quality of DPR is such that it is focused only for meeting the administrative requirements of approving a project. Consequently this often results in a situation where the financial bids are higher than the amount budgeted. Hence an appropriate mechanism needs to be institutionalized which helps in bridging the gap or provides an opportunity to allocate budget after the price discovery]

2.4.5 Addressing the Cloud Policy and related details for a proposal

For procurement of cloud services for a project DIT cloud policy and all references governed by Cloud Computing Policy Circular dated 29.1.2018 and subsequent addendums issued thereof along with all terms and conditions of the Cloud Computing Policy issued by Government of Maharashtra are binding and are to be treated in conjunction with this document. In case of any contrary provisions are contained in the RFP, DIT cloud policy GR and its subsequent addendums will prevail. Refer Appendix IV.

2.5 Instructions to Bidders

2.5.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.5.2 Compliant Proposals / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

2.5.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes
   a. prohibition of
      i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
      ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
      iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
      iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
      v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
      vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
vii. Obstruction of any investigation or auditing of a procurement process.
viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;

b. Disclosure of conflict of interest.
c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures like Termination of contract with penalty and damages and claims, Blacklisting the Bidder, Police Action(FIR) etc.

2.5.4 Pre-Bid Meeting & Clarifications

2.5.4.1 Pre-bid Conference

a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on <Date, Time> at <Address of the Venue>.

b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) at <Name, Address, Fax and email id of the Nodal Officer> by post, facsimile or email on or before <Date & time>

c. The queries should necessarily be submitted in the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP document reference(s) (Section &amp; page number)</th>
<th>Content of RFP requiring clarification(s)</th>
<th>Points of clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<td>6.</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

d. Purchaser shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.
2.5.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

b. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address of procuring organisation>, GeM and www.Mahatenders.gov.in and may be emailed to all participants of the pre-bid conference.

d. Any such corrigendum shall be deemed to be incorporated into this RFP.

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

[The clarification offered at the pre-bid conference should also be recorded [preferably video recording] and kept for record purposes. Further, the Purchaser should ensure clear scope and specific responses to Bidder queries. Clarifications on scope of work which say “as per RFP” should not be encouraged (only if there is a request for change in terms/condition, then “as per RFP” should be allowed). If Bidders raise doubts about the scope, these should be addressed.]

2.5.5 Key instructions of the bid

2.5.5.1 Right to Terminate the Process

a. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by the Purchaser. The Bidder’s participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

2.5.5.2 RFP document fees

a. The RFP documents have been made available for download without any fee from the website <Website address of organisation> and www.Mahatenders.gov.in.

b. The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder’s proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
2.5.5.3 Earnest Money Deposit (EMD)/ Bid Security

[GFR Rule 170: Bid Security

(i) To safeguard against a bidder’s withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent of the estimated value of the goods to be procured. The amount of bid security should be determined accordingly by the Ministry or Department and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. (ii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. (iii) In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.]

a. Bidders shall submit, along with their Proposals, an EMD of Rs. <Amount figure and words> only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows:
   i. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of <Beneficiary Account details>. The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.
   ii. Demand Draft/Banker cheque: Payable at <Location/city>

b. EMD of all unsuccessful Bidders would be refunded by the Purchaser within <Time Period> of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

d. Proposals not accompanies with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

e. The EMD may be forfeited in the event of:
   • A Bidder withdrawing its bid during the period of bid validity
   • A successful Bidder fails to sign the subsequent contract in accordance with this RFP
   • The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
   • A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

2.5.5.4 Inclusion of MSMEs in Project Delivery

Bidders are encouraged to include Micro, Small & Medium Enterprises (MSMEs) in the delivery of the project by Subcontracting or Outsourcing a certain value of the total contract. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006.

This encouragement may in form of extra marks provided in the evaluation criteria. This is in addition to the tax exemptions/benefits (if any) for sub-contracting to the MSMEs which the Bidder may be entitled to receive under applicable law, and relaxation for Bid Security.

[This is a successful good practice in many developed nations where they put a minimum limit for outsourcing work to MSME upto 20+% of the estimated value of the project for the MSME. This has been done successfully to encourage the MSME sector. Refer: Section 2.4.4.5 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for Guidance on inclusion of this clause.]

2.5.5.5 Submission of Proposals

[GFR, 2017 (Rule 160) E-Procurement:
(i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.
(ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC (GePNIC). Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.
(iii) These instructions will not apply to procurements made by Ministries / Departments through GeM.
(iv) In individual case where national security and strategic considerations demands confidentiality, Ministries/Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.

(v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e-procurement.

Accordingly, Ministries/Departments should receive all bids through e-procurement portals in respect of all procurements. However, when not possible, other appropriate methods of bid submission may be used, with proper approvals and reasons in writing. Relevant options have been provided below, which needs to be customized.

<Option 1: In case of Online Submission on e-Procurement portal>

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (specify URL) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents e.g., Power of Attorney, CA certificates on turnover, etc.

_However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal._

_The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The <User Department> will in no case be responsible if the bid is not submitted online within the specified timelines._

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder’s Proposal.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. Bidders should submit their responses as per the formats given in this RFP in the following manner:

- Response to pre-qualification criterion: (1 original + <1> copies + <1> CD) in first envelope
b. The Bidder’s Proposal in response to pre-qualification, technical and commercial evaluation (as mentioned in previous paragraph) should be covered in separate sealed envelopes super scribing “Pre-Qualification Proposal”, "Technical Proposal" and “Commercial Proposal” respectively. Each copy of the Proposal should also be marked as "Original" OR "Copy" as the case may be.

c. Please note that prices should not be indicated in the pre-qualification proposal or technical proposal but should only be indicated in the commercial proposal.

d. The three envelopes containing copies of pre-qualification Proposal, technical Proposal and commercial Proposal should be put in another single sealed envelope clearly marked “Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings “DO NOT OPEN BEFORE <Date and Time>”.

e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Proposal submission prescribed herein.

f. All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder’s Proposal.

g. The original Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorised signatory of the Bidder.

h. All pages of the bid including the duplicate copies, shall be initialled and stamped by the authorised signatory of the Bidder.

i. In case any discrepancy is observed by the Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

2.5.5.6 Bidder’s authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder’s Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal.
Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

2.5.6 Preparation and submission of Proposals

2.5.6.1 Proposal preparation costs

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

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

2.5.6.2 Language

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

2.5.6.3 Venue & Deadline for Submission of Proposals

<Option 1: In case of Online Submission on e-Procurement portal>

In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal (specify URL) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the Purchaser at the address specified below:

| Addressed To | <Name of Person/Designation to be addressed to> |
2.5.6.4 Proposals submitted after designated time of submission

<Option 1: In case of Online Submission on e-Procurement portal>

Bids submitted after the due date will not be accepted by the e-Procurement system (mention URL) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

d. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.5.7 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Form 12.

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

The Bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations submitted without the prior consent of the Purchaser.
In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.

### 2.5.8 Evaluation process

a. The Purchaser will constitute a committee to evaluate the responses of the Bidders (Purchase Committee).

b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder’s Proposal being declared non-responsive.

c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Purchase Committee.

d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.\(^1\)

e. The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

#### 2.5.8.1 Proposal opening

The Proposals submitted up to <Time> on <Date> will be opened at <Time> on <Date Time> by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder’s representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

#### 2.5.8.2 Proposal validity

The offer submitted by the Bidders should be valid for minimum period of <90> days from the date of submission of the Proposal.

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\(^1\) As per “Good practices”, the evaluation process does not comprise of Presentations, as it biasing towards a particular bidder on the basis of good presentation. It may be noted that presentations are not contractually binding, unless a) they are communicated to the bidders b) video recorded to capture the entire proceedings.
2.5.8.3 Proposal evaluation

a. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
   • submitted in manner not conforming with the manner specified in the RFP document
   • Submitted without appropriate EMD as prescribed herein
   • received without the appropriate or power of attorney
   • containing subjective/incomplete information
   • Submitted without the documents requested in the checklist
   • non-compliant with any of the clauses stipulated in the RFP
   • having lesser than the prescribed validity period.
   The EMD of all non-responsive bids shall be returned to the bidders.

b. All responsive Bids will be considered for further processing as below.
   <Purchaser> will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

   [Refer: Section 2.4.4 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for Guidance on” Instruction to the Bidders”]

2.6 Criteria for evaluation

2.6.1 Pre-qualification (PQ) criteria

   [Refer: Section 2.5 of “Guidance Notes: Model RFP Templates for Implementation Agencies” before finalization of the criteria]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic requirement</th>
<th>Specific requirements</th>
<th>Documents required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008&lt;br&gt;Registered with the Service Tax Authorities&lt;br&gt;Should have been operating for the last three years.</td>
<td>- Certificates of incorporation&lt;br&gt;Registration Certificates</td>
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<tr>
<td></td>
<td>Sales turnover in system integration</td>
<td>Annual sales turnover generated from services related to System Integration during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. &lt;value&gt;. This turnover should be on account of Information and Communication Technology systems development and implementation (i.e. revenue should be on account of system Integration/turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only.</td>
<td>Extracts from the audited balance sheet and profit &amp; loss; OR Certificate from the statutory auditor</td>
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<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Sales turnover</td>
<td>[Refer: Section 2.5.2 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to SI related Turnover]</td>
<td></td>
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<tr>
<td>3</td>
<td>Sales turnover</td>
<td>[Refer: Section 2.5.1 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to Sales Turnover]</td>
<td>Certificate from the statutory auditor</td>
</tr>
<tr>
<td>4</td>
<td>Net worth</td>
<td>[Refer: Section 2.5.1 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to Net worth]</td>
<td>Certificate from the statutory auditor</td>
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</table>
Technical capability

Systems implementation agency must have successfully completed at least the following numbers of ICT systems development and implementation engagement(s) of value specified herein:
- One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR
- Two projects of similar nature not less than the amount <value equal to 60% of estimated cost>; OR
- Three projects of similar nature not less than the amount <value equal to 40% of estimated cost>

Completion certificates from the client; OR
Work order + Self certificate of completion (Certified by the statutory auditor); OR
Work order + phase

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<tr>
<th>S. No.</th>
<th>Basic requirement</th>
<th>Specific requirements</th>
<th>Documents required</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Technical capability</td>
<td>&lt;Provide the definition of “similar nature” to bring in the relevance factor required for this project&gt; [Refer: Section 2.5.3 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for PQ criterion related to Technical Capability]</td>
<td>completion certificate from the client</td>
</tr>
<tr>
<td>6</td>
<td>Certifications</td>
<td>The certifications should be valid on the date of bid submission [Refer: Section 2.5.6 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for PQ criterion related to Certifications]</td>
<td>Copy of certificate</td>
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<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>7</strong></td>
<td>Debarment</td>
<td>[Refer: Section 2.5.7 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to debarment]</td>
<td>A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list</td>
</tr>
<tr>
<td></td>
<td></td>
<td>It may be noted that as per GFR 2017, Rule 151</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. DGS&amp;D is to maintain the list of debarred bidders who have been convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity</td>
<td></td>
</tr>
<tr>
<td><strong>Optional</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Consortia</td>
<td>[Refer: Section 2.5.9 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to Consortia]</td>
<td>-</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td>Manpower Strength</td>
<td>[Refer: Section 2.5.5 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to Manpower Strength]</td>
<td>Self-Certification by the authorized signatory with clear declaration of staff – year wise, level/designation wise.</td>
</tr>
<tr>
<td><strong>9</strong></td>
<td>Integrity Pact</td>
<td>[Refer: Section 1.4.11 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for more information under this section]</td>
<td>Integrity pact in the prescribed form</td>
</tr>
</tbody>
</table>
[It may be noted that the Pre-qualification criteria should not be put for cases while short-listing of Bidders has already been carried out through Expression of Interest. In case, where EOI has not been carried out, a Pre-Qualification criterion may be kept.

Moreover, the pre-qualification criterion should not be mandated where the RFP document is to be shared with the empanelled list]

### 2.6.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial evaluations.

[During the discussion with various stakeholders, it emerged that evaluation criterion is to be carefully designed. Discussions were held on the merit of each criterion and how does it help the Purchaser in getting the most suitable agency to execute the assignment. Accordingly several prevalent Technical evaluation criterions were rationalized (dropped or change in the weightage of marks allocated).

In case the Purchaser seeks to introduce new evaluation criterion or re-allocate the marks, the Purchaser should assure itself that the change does not lead to restriction in the competition.

The “litmus test” for drawing up the requirements for “Company profile” below should be that Nodal officer should assure himself that at least 8 Bidders would be able to score minimum qualifying marks]

### 2.6.3 Scoring Model

[The evaluation criterion has to be chosen very carefully, as it defines the filtering criterion on which the final Implementation Agency (IA) is to be shortlisted. As, System Integration projects are often complex in nature, with inadequate clarity on the solution, the following category of procurement may be considered, based on circumstances. However, as GFR 2017, does not have explicit guidelines on Quality & Cost based Selection (QCBS) under procurement of goods, appropriate approvals should be taken, for adopting QCBS procurement.

Please refer GFR, 2017, Rule 173 (xvi) and 192 in this regard. Further relevant guidelines on scoring model are provided in Cl. 2.6.2, Technical Evaluation Criteria of “Guidance Notes: Model RFP Templates for Implementation Agencies”

**CATEGORY ONE**
Under this category, the RFP is for projects where there is high level of clarity on the technology and the solutions. These would be typical implementation of COTS/ERP projects OR any State MMPs which has already been implemented in 3-4 States. In such projects, the risk of technology feasibility is less. These RFPs should provide clarity on the solution to be deployed and provide a Bill of Material, to minimize the ambiguity for the Bidders. Further the Evaluation should give a higher weightage to the previous experience in similar projects and may also reach out to the clients of the bidding agencies to evaluate the customer satisfaction.

Typically these should be on L1 basis.

**CATEGORY TWO**

Under this category, the RFP is for projects where there is inadequate clarity on the solution. For e.g. these may be any large scale implementation of any Central MMP. These are risky projects and should be on QCBS evaluation <70:30> (Quality: Cost). In such projects a due diligence should be done on the critical parameters of the project covering System Functionality, Technology, Country Specific implementation experience, Training methodology, Performance in Proof of concept (in case PoC has been carried out), Certifications, Past experience of the vendor in executing similar assignments, Size of those assignments, Profile of team members and Project Methodology. The Proposal Evaluation committee in this case should have expertise or should have access to expertise to objectively evaluate various solutions & their components proposed by various Bidders. QCBS evaluation method should be adopted, only after approval from the competent authorities.

The technical evaluation criterion for both categories of RFP is provided below. These may be customized and used as a template to finalize with the help of the Guidance Note.

**SUGGESTED TECHNICAL EVALUATION**

[These criterion has been developed for a tender for which the scope of work involves Hardware supply & commissioning, software development, system integration & maintenance.

The X1, X2 and X3 values in the table below has to be filled in such a manner that a) it is above the value provided in the eligibility criterion b) it allows at least <8 agencies> to score minimum marks for the criterion]

**CATEGORY ONE**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY PROFILE</td>
<td></td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
1. Average turnover from System Integration/ICT Systems Development and Implementation Work in last 3 years (Turnover in Rs. Crores)

<table>
<thead>
<tr>
<th>Criteria Basis for valuation</th>
<th>Max marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than or equal to $&lt;X_1&gt;$: 10 marks</td>
<td>10</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>Between $X_2$ and $X_1$: 8 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Between $X_3$ and $X_2$: 6 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than $X_3$: 0 marks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

S. No Criteria Basis for valuation Max marks Supporting

[[$X_1>X_2>X_3$ and are average Revenue Turnover for last 3 financial years]] | 60 | |

RELEVANT STRENGTHS
2. Hardware and Network Equipment Supply & maintenance services to be demonstrated in a maximum of <5 Nos.> engagements of value more than Rs. <50% of the estimated value of the hardware being procured under this project>. The work order should have been issued within the last 5 years, as on <date>.

The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.

**Weightages (W)**

<table>
<thead>
<tr>
<th>When No. is:</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>equal to or more than 5 projects</td>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client</td>
</tr>
<tr>
<td>equal to 4 projects</td>
<td>16 marks</td>
</tr>
<tr>
<td>equal to 3 projects</td>
<td>12 marks</td>
</tr>
<tr>
<td>equal to 2 projects</td>
<td>8 marks</td>
</tr>
<tr>
<td>Less than 2 projects</td>
<td>0 marks</td>
</tr>
</tbody>
</table>

The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.

Or

Completion Certificates from the client; OR
Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR
Work Order + Phase Completion Certificate (for ongoing projects) from the client

Weightages (W)

| In case project is | 100% weightage |
| completed and letter of satisfaction available: |

| In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: | 80% weightage |

| In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: | 50% weightage |

| In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: | 25% weightage |
3. Software Development & maintenance services to be demonstrated in a maximum of <Nos.> engagements of

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>value more than &lt;50% of the estimated value of the Software being procured under this project&gt; that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on &lt;date&gt;.</td>
<td>equal to 4 projects : 16 marks&lt;br&gt;equal to 3 projects : 12 marks equal to 2 projects : 8 marks&lt;br&gt;Less than 2 projects : 0 marks&lt;br&gt;The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.</td>
<td>20</td>
<td>Completion Certificates from the client; OR Work Order + Self&lt;br&gt;Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client</td>
</tr>
</tbody>
</table>

**Weightages (W)**
In case project completed and letter of satisfaction available: 100%

In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80%

In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50%
<p>| | | |</p>
<table>
<thead>
<tr>
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<th></th>
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</thead>
<tbody>
<tr>
<td>satisfaction available:</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available:</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>4. Turnkey services to be demonstrated in a maximum of &lt;Nos.&gt; engagements of value more than &lt;50% of the estimated value of the turnkey services being procured under this project&gt; that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within</td>
<td>When No. is:</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>equal to or more than 5 projects: 20 marks</td>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order +</td>
</tr>
<tr>
<td></td>
<td>equal to 4 projects: 16 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>equal to 3 projects: 12 marks equal to 2 projects: 8 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Less than 2 projects: 0 marks</td>
<td></td>
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</tbody>
</table>
the last 5 years, as on <date>.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max marks</th>
<th>Supporting</th>
</tr>
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<tbody>
<tr>
<td></td>
<td><strong>Weightages (W)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project completed and letter of satisfaction available: 100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25%</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.
<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max marks</th>
<th>Supporting</th>
</tr>
</thead>
</table>
| 5.    | Solution Proposed Demonstration of understanding of the Department’s requirements | Qualitative assessment based on Demonstration of understanding of the Department’s requirements through providing:  
- Solution proposed and its components,  
- Technologies used,  
- Scale of implementation,  
- Learning on Issues  
- Challenges  
- Challenges likely to be encountered  
- Mitigation proposed  
- Client references: | 15 | A note |
| 6.    | Approach and Methodology to perform the work in this assignment | Qualitative assessment based on:  
- Understanding of the objectives of the assignment: The extent to which the Systems Implementer’s approach and work plan respond to the objectives indicated in the Statement/Scope of Work  
- Completeness and responsiveness: The extent to which the | 2.5 | A note |
<p>| | | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>proposal responds exhaustively to all the requirements of all the Terms of Reference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Projectwork breakdown Structure</td>
<td>Qualitative assessment based on timelines, resource assignment, dependencies and milestones</td>
<td>2.5</td>
</tr>
<tr>
<td>RESOURCES PROFILE</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>8. Resume of all key technical resources proposed for the Assignment</td>
<td>Qualitative assessment</td>
<td>10</td>
</tr>
<tr>
<td>INCLUSION OF MSME</td>
<td>Case to case basis</td>
<td></td>
</tr>
<tr>
<td>9. Bidder’s inclusion of MSMEs in project delivery through allotment of at least &lt;20%(^1) of contract value to the project</td>
<td>As per requirement.</td>
<td>As per requirement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[2 to 5 marks to be allotted]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Letter of evidence and commitment that MSME will be contracted for the required value of work.</td>
</tr>
<tr>
<td>TOOLS &amp; ASSETS</td>
<td>Case to case basis</td>
<td></td>
</tr>
<tr>
<td>10. Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work]</td>
<td>As per requirement.</td>
<td>As per requirement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A note and relevant supporting</td>
</tr>
</tbody>
</table>

---

\(^1\) The Government of India notified Public Procurement Policy for MSEs, vide Order dated 23.3.2012, for goods produced and services rendered by Micro & Small Enterprises (MSEs). The policy mandates that all the Central Ministries / Departments / CPSUs shall procure minimum of 20% of their annual value of goods / services required by them from Micro and Small Enterprises.
## CATEGORY TWO

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max Marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>System Functionality</td>
<td>Meeting the requirements of &lt;department&gt; in terms of how close the proposal is to the functional requirements for the solution as have been proposed for &lt;department&gt; (In case it is COTS, it should be measured by degree of customization required)</td>
<td>20%</td>
<td>Compliance Note</td>
</tr>
<tr>
<td>2</td>
<td>Technology</td>
<td>Demonstrated robustness of the technology</td>
<td>20%</td>
<td>Note</td>
</tr>
<tr>
<td>3</td>
<td>India Specific Capabilities</td>
<td>Deployed across other installations around the world, including – Scalability – Security – Ease of implementation</td>
<td>7%</td>
<td>Note; and Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client</td>
</tr>
</tbody>
</table>

Note: India Specific Capabilities

Qualitative assessment based on the number of Projects of similar nature in India and size of those projects.
<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max Marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Industry Specific Capabilities</td>
<td>Qualitative assessment based on the Past experience of the Bidder in executing similar assignments, size of those assignments. [The definition of “similar” should be such that it focuses on the areas which are “innovative” or where the technical feasibility is a challenge in the context of the project]</td>
<td>7%</td>
<td>Note; and Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client</td>
</tr>
<tr>
<td>5</td>
<td>Training</td>
<td>Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description</td>
<td>7%</td>
<td>Note</td>
</tr>
<tr>
<td>6</td>
<td>Certifications and Credentials</td>
<td>Relevant certifications (SEI-CMMI, ISO, etc.)</td>
<td>7%</td>
<td>Copy of certificates</td>
</tr>
<tr>
<td>7</td>
<td>Profile of proposed team members</td>
<td>Relevant assignment experience / Years of experience / Number of Certifications in Technology specific to Solution proposed</td>
<td>20%</td>
<td>CVs</td>
</tr>
<tr>
<td>8</td>
<td>Project Methodology, Support and Documentation</td>
<td>Qualitative assessment based on – Understanding of the objectives of the assignment: The extent to which the Systems Implementer’s approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Completeness and responsiveness: The extent to which the proposal responds</td>
<td>7%</td>
<td>Note</td>
</tr>
</tbody>
</table>
exhaustively to all the requirements of all the Terms of Reference

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Inclusion of MSMEs in Project Delivery</td>
<td>As per requirement.</td>
</tr>
</tbody>
</table>

[For detailed understanding on Evaluation of bids for Category Two and the mechanisms suggested therewith, please refer Section 2.6.2.2 of “Guidance Notes : Model RFP Templates for Implementation Agencies”]

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least <The minimum marks to obtain for qualifying> in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

2.6.4 Commercial Bid Evaluation

a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.

b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

c. [for QCBS evaluation]

The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) = {\((\text{Commercial Bid of L1}/\text{Commercial Bid of the Bidder}) \times 100\)}

(Adjusted to two decimal places)
[OR, in case of a Lowest Cost Based Selection Bid, the para c should be replaced by the following:
The SI Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment]

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
e. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
f. Any conditional bid would be rejected
g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

2.6.5 Combined and Final Evaluation

Combined and Finale valuation is relevant for QCBS bids only

[Refer: Section 2.6 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information for various evaluation models]

a. The technical and financial scores secured by each Bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score. [The weightage of technical and financial scores should be customized by the Purchaser]

b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

\[ Bn = 0.70 \times Tn + 0.30 \times Fn \]

[In case of 70% weightage to the technical score]

Where

Bn = overall score of Bidder
Tn = Technical score of the Bidder (out of maximum of 100 marks)
Fn = Normalized financial score of the Bidder

c. In the event the bid composite bid scores are ‘tied’, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.
2.7 Appointment of Systems Implementation Agency/Partner

2.7.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

2.7.1.1 Preference to domestically manufactured electronic products in Government procurement

1) Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Ministry of Electronics and Information Technology (MeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 and the relevant Guidelines. A copy of the aforesaid Notifications/Guidelines and updated list of notified hardware can be accessed from MeitY website i.e. (www.meitY.gov.in/esdm). Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of this tender document.

2) The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:

a) The electronic products for which preference will be provided to domestic manufacturers shall be:

**By MeitY**
1. Desktop PCs
2. Dot Matrix Printers
3. Tablet PCs
4. Laptop PCs
5. Contact Smart Cards
6. Contactless Smart Cards
7. LED Products
8. Biometric Access Control/Authentication Devices
9. Biometric Finger Print Sensors
10. Biometric Iris Sensors

**By DoT**
1. Encryption/UTM platforms (TDM and IP)
2. Core/ Edge/ Enterprise routers
3. Managed Leased line Network equipment
4. Ethernet Switches (L2 and L3), Hubs, etc.
5. IP based Soft Switches, Media gateways
6. Wireless/ Wireline PABXs
7. CPE (Including WiFi Access points and Routers, Media Converters), 2G/3G Modems, Leased - line Modems, etc.
8. Set - Top Boxes
9. SDH/ Carrier- Ethernet/ Packet Optical Transport equipment
10 DWDM/CWDM systems
11 GPON equipment
12 Digital Cross-Connects/MUXs
13 Small size 2G/3G GSM based Base Station Systems
14 LTE based broadband wireless access systems (eNode B, EPC, etc.)
15 (Access Point, Aggregation Block, Core Block, etc.)
16 Microwave Radio systems (IP/Hybrid)
17 Software Defined Radio, Cognitive Radio systems
18 Repeaters (RF/RF-over-optical), IBS, and Distributed Antenna system
19 Satellite based systems - Hubs, VSAT etc.
20 Copper access systems (DSL/DSLAM)
21 Network Management systems
22 Security and Surveillance communication systems (video and sensors based)
23 Optical Fibre Cable
b) The quantity of procurement for which preference will be provided to domestic manufactures shall be <insert number>% of the total tendered quantity.

c) Percentage of domestic value addition which qualifies the electronic product i.e. to be classified as domestically manufactured shall be <insert number>% for the year 201__-

d) The preference to DMEP shall be subject to meeting technical specifications and matching L1 price.

4) Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format, given in Form 4, Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product.

Furnishing of false information on this account shall attract penal provisions as per Guidelines/ Notification.

2.7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

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

2.7.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder’s Proposal shall be the Bidder’s sole prerogative.

2.7.4 Purchaser Contract finalization and award
The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

On this basis the draft contract agreement would be finalized for award & signing.

[Refer: Section 2.4.4.3 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for information on this topic]

2.7.5 Performance guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, typically within <15> days from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Appendix III. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

2.7.6 Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

2.7.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the <Purchaser> shall invoke the PBG of the most responsive Bidder.
2.8 Scope of Work

In this Section, Scope of work is detailed out as follows:

<Insert scope of work>

Scope of Work (SOW) is the most important component of any tendering process. It is for this that the whole bidding process is entered – to execute the scope of work and deliver outcomes that the Government strives for.

Scope of work directly affects:

- Time to deliver the project
- Cost of delivering the project
- Intended business outcome for the Government from the project
- Delivery of Citizen benefits/services

Refer: Section 2.8 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for generic templates for Scope of Work, which may be referred or used as templates for drafting of Scope of work

GFR Rule 176, Buy-Back: When it is decided to replace an existing old item(s) with a new/better version, the department may trade the existing old item while purchasing the new one by issuing suitable bidding documents for this purpose. The condition of the old item, its location and the mode of its handing over to the successful bidder are also to be incorporated in the bidding document. Further, the bidder should be asked to quote the prices for the item (to be offered by them) with rebate for the old item and also, without any rebate (in case they do not want to lift the old item). This will enable the department either to trade or not to trade the old item while purchasing the new one.]
2.9 Compliance to e-Governance standards

2.9.1 Single-Sign On: The application should enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the services in the same session. For employees of the department concerned, the browser based application accessed on the intranet, through single-sign-on mechanism, will provide access to all the services of the departments concerned (based on their roles and responsibilities), Help module, basic and advanced reporting etc. Similarly, for external users (citizens, etc), based on their profile and registration, the system shall enable single sign on facility to apply for various services, make payments, submit queries/complaints and check status of their applications.

2.9.2 Support for PKI based Authentication and Authorization: The solution shall support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA) such as MTNL or NIC. In particular, 3 factor authentication (login id & password, biometric and digital signature) shall be implemented by the selected Bidder for officials/employees involved in processing citizen services as per the Functional requirement specification of the services specified in Section 2.8.

2.9.3 Interoperability Standards: Keeping in view the evolving needs of interoperability, especially the possibility that the solution shall become the focal point of delivery of services, and may also involve cross functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards. Some of the states already have other applications deployed and running for delivering services to citizens. The SI shall ensure that the application developed is easily integrated with the existing applications. Every care shall be taken to ensure that the code does not build a dependency on any proprietary software, particularly, through the use of proprietary ‘stored procedures’ belonging to a specific database product.

2.9.4 Scalability: One of the fundamental requirements of the proposed application is its scalability. The architecture should be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance for at least four years from the date of deployment. In this context, it is required that the application and deployment architecture should provide for Scale-Up and Scale out on the Application and Web Servers, Database Servers and all other solution components. For pilot states, the scalability is very important and this aspect should be thoroughly tested before state wide roll out.
2.9.5 Security: The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the citizens of the state. The overarching security considerations are described below.

I. The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.

II. The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication.

III. Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.

IV. The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.

V. The overarching requirement is the need to comply with ISO 27001 standards of security.

VI. The application design and development should comply with Open Web Application Security Project [OWASP] top 10 principles.

A sample list of information security requirements is specified below. (Needs to be customized as per project requirements)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Security Areas</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Physical Security</td>
<td>▪ Client premises, should be physically secured by the SI.</td>
</tr>
</tbody>
</table>
| 2.    | Network Security     | ▪ Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security  
                          ▪ The solution should support SSL encryption mechanism for transferring data across network and between client and server |
| 3.    | System Security      | ▪ Adequate access control procedures should be defined to secure the entire IT system, physically and logically.  
                          ▪ The access controls procedures should cover all stages in the life-cycle of user access, from the initial registration of new users to the final deregistration of users who no longer require access to information systems and services. |
| 4. Application Security | The solution should have appropriate authentication mechanisms.  
Application user authentication & authorization related transactions should be encrypted.  
Operating system should be hardened on which the application is installed.  
A web application firewall shall be deployed to secure the web-layer.  
The web applications should be free from OWASP / SANS and CERT-IN web application vulnerabilities as released from time to time. |
|---|---|
| 5. Audit Trails & Logs | Event logging should create an accurate record of user activity such as which users accessed which system, and for how long.  
The solution should log all types of events especially those related to security. |
| 6. Data Protection | The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure that data in any form should not be copied on to any external media without authorization.  
The data transferred across network should be encrypted using Public Key (PKI) Infrastructure.  
Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing and emailing could be prohibited.  
Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only.  
All mobile applications should be designed and developed in a way that it ensures security of the application and data on the device. |
<p>| | | |</p>
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<tbody>
<tr>
<td></td>
<td>Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Session Management</strong></td>
<td>The system should limit to only one session per user or process ID. The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Data WareHouse Security</strong></td>
<td>Users must not have access to the data warehouse prompt of the application. Access to the data warehouse prompt must be restricted only to the database administrator. “Super user” rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Application Deployment</strong></td>
<td>All unused ports should be blocked at server machines. The application server should be segregated from internet zone through firewall or other filtering mechanism.</td>
</tr>
<tr>
<td>10.</td>
<td><strong>Information Security Governance</strong></td>
<td>The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. Employees working on the project shall undergo security awareness training during induction.</td>
</tr>
<tr>
<td>11.</td>
<td><strong>Storage Equipment</strong></td>
<td>All information storage media (e.g. hard disks, magnetic tapes, CD ROMs etc.) should be physically secured. Physical access to magnetic tape, disk, CD libraries etc. should be restricted to authorized personnel.</td>
</tr>
</tbody>
</table>
| 12. Computing Environment | - All workstation hardware and associated peripheral equipment at Client site premises should be marked with a unique asset identification code. The asset identification code should follow a defined naming convention that would uniquely and appropriately identify the asset.  
- USB ports should be disabled on specified desktops/laptops at Client site premises, so as to prevent use of pen drives, external disk drives etc.  
- IT assets inventory must contain criticality of hardware in levels of importance (Confidentiality, Integrity and Availability). |
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<tr>
<td>13. Email Security</td>
<td>- Email must have protection from inbound and outbound email threats. It should report compliance violations by scanning all inbound and outbound email content and attachments for sensitive data, real-time protection from spam, phishing, viruses, spoofing, zombies, directory harvest (DHA), Denial of Service (DoS) and other attacks.</td>
</tr>
</tbody>
</table>
| 14. Virus Control | - Latest version of anti-virus should be installed on workstations and servers at Client premises.  
- The anti-virus software should run on network file servers on a regular basis (preferably daily). |
| 17. Database Activity Monitoring (DAM) Solution | - SI should install DAM to monitor all database activities and internal users with privileged access. |
2.9.6 Application Architecture:

2.9.6.1 It has been proposed that the applications designed and developed for the departments concerned must follow some best practice and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/ external factors.

2.9.6.2 Similarly the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

2.9.7 Proposed Application Architecture:

An indicative 3-tier architecture (also referred to as multi-tier or N-tier architecture) has been proposed for the Application Solution.

The entire processing should take place in n-tier architecture:

I. Front-end software (client tier) - responsible for the presentation of information, and provides user interface.

II. Business Process / Service Layer – In the long SSDG may be used, as an Integrated Framework for delivery of Services.

III. Application Layer – The Business logic for all the application as per the FRS document

IV. Database Layer - responsible for the manipulation and storage of data.

2.9.8 High Level Design (HLD): Once the SRS are approved, the SI shall complete the High Level Designing and all HLD documents of all the functionalities, integration with existing application and external application. The SI shall prepare the HLD and have it reviewed and approved by the State Nodal Office will sign off on the HLD documents based on the advice of SPMU.

2.9.9 Detailed (Low Level) Design (LLD): The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including “pseudo code”) and UI design (screen design and navigation). The preparation of test cases will also be completed during this stage. The SI shall have the design documents reviewed
and approved by the state Purchaser. State Purchaser will sign off on the LLD documents based on the advice of SPMU.

2.9.10 Test Plan: Once the SRS is approved and design is started, the SI shall prepare all necessary Test Plans (including test cases), i.e., plans for Acceptance Testing. Test cases for Initial and Final User Acceptance Testing shall be developed in collaboration with domain experts identified at the state Purchaser. Initial and Final User Acceptance Testing shall involve Test Case development, Unit Testing, Integration and System Testing, Functional testing of Application, Performance testing of the Application including measurement of all Service Levels as mentioned in this RFP and finally SI shall also carry out Load/ Stress testing. The SI will submit the test plans and test result reports to the state Purchaser for comprehensive verification and approval.

2.9.11 Adherence to Open Source Standard: The solution must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, in order to provide for good inter-operability with multiple platforms and avoid any technology or technology provider lock-in.

2.9.12 Compliance with Government standards & policies

The solution must comply with all the relevant standards & policies of the Government related with e-Governance application development.

[An indicative list of standards and policies are given in cl. 2.9 e-Governance application features and architecture of Guidance Note]
2.9.13 Compliance with Industry Standards:

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are summarised below. However the list below is for reference purposes only and is not to be considered as exhaustive.

b. Portal development W3C specifications
c. Information access/transfer protocols SOAP, HTTP/HTTPS
d. Photograph JPEG (minimum resolution of 640 x 480 pixels)
e. Scanned documents TIFF (Resolution of 600 X 600 dpi)
g. Latest HTML standards

2.9.14 Specification

a) Finger print scanning IAFIS specifications
b) Digital signature RSA standards
c) Document encryption PKCS specifications IV. Information Security to be ISO 27001 compliant
d) Operational integrity & security management to be ISO 17799 compliant
e) IT Infrastructure management ITIL/EITM specifications VII. Service Management ISO 20000 specifications
f) Project Documentation IEEE/ISO specifications for documentation
g) While developing an application in response to this RFP, the SI shall adhere to all applicable policies and standards published by Government of India, which includes:

1. Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at https://egovstandards.gov.in

2. National Informatics Corporation The latest version of the standards may be found at web.guidelines.gov.in/


4. “Policy on Open Application Programming Interfaces (APIs) for Government of India” available at: http://www.egazette.nic.in/WriteReadData/2015/164238.pdf

5. “Policy on Adoption of Open Source Software for Government of India” available at URL
2.10 Key Personnel

[This section should be kept for large IT projects only which require the availability of personnel in the same role to work for more than 18 months.]

It was observed by various stakeholders that resources proposed by the Bidders are rarely deployed during the project implementation. One of the reasons was that it is impractical that the Bidder would keep the resources on the bench in case there is a delay in the RFP Process. Hence as a solution, for large projects (involving more than 20 resources) the following is being proposed:

1. The evaluation of the resources should be limited to the key personnel, who would work on the project (part time or full time). The RFP document shall identify the positions for the Key Personnel, against which the Bidder has to propose the CVs. However such position shall not be more than 15% of the total manpower expected to be deployed on the project.

2. In case the RFP process is completed as per timelines, the Bidder shall make available all the resources identified as Key resources for the project.

3. In case the RFP process is delayed beyond one month as per original timelines, then, the successful bidder would be entitled to propose equivalent or better resources to the Purchaser on or before contract execution.

2.10.1 Positions identified for Key personnel

<Insert position identified for Key Personnel>

2.10.2 Initial Composition; Full Time Obligation; Continuity of Personnel

a) <SI Vendor> shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
b) <SI Vendor> shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in <SI Vendor>'s employment.

c) <SI Vendor> shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from <Purchaser/Government department> that would have the same effect):
   (i) unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
   (ii) without <Purchaser/Government department>'s prior written consent.

d) <SI Vendor> shall promptly notify <Purchaser/Government department> of its intention to rehire any member of the Key Personnel who had resigned from <SI Vendor> in the previous 12month period. <Purchaser/Government department> shall have the right to request that any member of the Key Personnel who resigns and is re-hired by <SI Vendor> within 12 months of the resignation date be re-assigned to the provision of the Services.

2.10.3 Evaluations

a) <SI Vendor> shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. <SI Vendor> shall provide reasonable written notice to <Purchaser/Government department> of the date of each evaluation of each member of the Key Personnel and <Purchaser/Government department> shall be entitled to provide <SI Vendor> with input for each such evaluation.

b) <SI Vendor> shall promptly provide the results of each evaluation <Purchaser/Government department>, subject to Applicable Law.

2.10.4 Replacement

a) In case the resource has resigned then the Bidder has to inform within one week of such resignation.

b) <SI Vendor> shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by <SI Vendor> of <Purchaser>.
c) Before assigning any replacement member of the Key Personnel to the provision of the Services, <SI Vendor> shall provide <Purchaser> with:

(i) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by <Purchaser>; and

d) An opportunity to interview the candidate. The Bidder has to provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this is confirmation, the Purchaser shall conduct an interview of the candidate and notify <SI Vendor> within ten days after its interview (or if Purchaser does not request an interview within ten working days after <SI Vendor> has provided the information, then it would be deemed as accepted).

e) If <Purchaser/Government department> does object to the appointment, <SI Vendor> shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section. The Bidder has to ensure at least 4 weeks of overlap period in such replacements.

2.10.5 High Attrition

a) If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with <Purchaser/Government department>'s prior written consent, <SI Vendor> shall:

(i) provide <Purchaser/Government department> with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by <SI Vendor> with any departing member of the Key Personnel; and

(ii) if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.
2.11 Deliverables & Timelines [The Deliverables are inherently linked to the Scope of Work defined for the project. Refer: Sections 2.8.14 and 2.11.1 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for finalizing the Deliverables & Timelines] [However, for illustrative purposes, the Deliverables and Milestones populating format of a typical Turnkey Systems Implementation assignment is provided here]

Deliverable linked to Phases

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Phase</th>
<th>Milestone</th>
<th>Timelines</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Phase I/ &lt;Name&gt;</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
</tr>
<tr>
<td>2.</td>
<td>Phase II/&lt;Name&gt;</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
</tr>
<tr>
<td>3.</td>
<td>Phase III/&lt;Name&gt;</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
</tr>
<tr>
<td>4.</td>
<td>Phase IV/&lt;Name&gt;</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
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<tr>
<td>5.</td>
<td>Phase V/&lt;Name&gt;</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
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<tr>
<td>6.</td>
<td>Phase VI/&lt;Name&gt;</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
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<tr>
<td>7.</td>
<td>&lt;Insert Phase No. or Name&gt;</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
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</table>

OR

Deliverables linked to Project Activity

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Project Activity</th>
<th>Deliverables</th>
<th>Timelines (from Signing of Contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>&lt;Description of project activity&gt;</td>
<td>&lt;Name of outcome/deliverable from the project activity&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
</tr>
<tr>
<td>2.</td>
<td>&lt;Description of project activity&gt;</td>
<td>&lt;Name of outcome/deliverable from the project activity&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
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<td></td>
<td></td>
<td>&lt;Name of outcome/deliverable from the project activity&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
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<tr>
<td>3.</td>
<td>&lt;Description of project activity&gt;</td>
<td>&lt;Name of outcome/deliverable from the project activity&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
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<td></td>
<td>&lt;Name of outcome/deliverable from the project activity&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
</tr>
<tr>
<td>4.</td>
<td>&lt;Description of project activity&gt;</td>
<td>&lt;Name of outcome/deliverable from the project activity&gt;</td>
<td>&lt;Weeks/Months&gt;</td>
</tr>
</tbody>
</table>
5. **<Name of outcome/deliverable from the project activity>**

<table>
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<tr>
<th>Description of project activity</th>
<th>&lt;Name of outcome/deliverable from the project activity&gt;</th>
<th>&lt;Weeks/Months&gt;</th>
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**2.12 Service Level Agreement**

<Insert Service Level Agreement on key services to be provided by the SI Vendor> [The following also need to be clearly addressed when defining SLAs:

- **Service Credit (Service penalties)** calculations in accordance with Severity Weights – discussed in Section 2.10.8 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for providing necessary information

- **Earn Backs on Service Credits** for overachieving SLAs – discussed in Section 2.10.9 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for providing necessary information

- **Service Level Dependency**, which can adversely affect the achievement of SLA – discussed in Section 2.10.6.3 of “Guidance Notes : Model RFP Templates for Implementation Agencies”

- **Continuous Improvement of SLAs** to have improved base lines for next phase of SLA definitions – discussed in Section 2.10.11 of “Guidance Notes : Model RFP Templates for Implementation Agencies”]
2.13 Minimum Qualifications for the Manpower

[The qualifications mentioned here are template purposes. The same may be customized based on the actual requirement of the project]

<table>
<thead>
<tr>
<th>Manpower</th>
<th>Minimum Qualifications (illustrative)</th>
</tr>
</thead>
</table>
| Project Manager       | • Minimum Education: MBA & B.Tech / B.E./MCA from a recognized institute  
  • Total Experience: At least 10 yrs.  
  • Languages known (Read, Write and Speak): Hindi, English, <local language>  
  • Should have operating knowledge of computers and networking  
  • Prior project management experience of at least 5 years of handling such large projects  
  • Excellent writing, communication, time management and multi-tasking skills |
| Programmer            | • MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project.  
  • At least 3 years of experience of working on proposed ERP / COTS solution.                                                             |
| System Analyst        | • MCA / B.Tech / BE (IT or CS) / GNIIT, BCA with minimum 3 years of experience in support role for an IT project  
  • Adequately skilled on the application platforms proposed for the project  
  • Experience of System integration  
  • Experience in IT infrastructure management, networking, trouble shooting, software applications support etc. |
| Database Administrator| • MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project.  
  • Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc. |
Data Entry Operator

- Adequate computer skills and knowledge of application modules like DMS etc.
- Rewrite content and update it
- Must have good typing speed (at least 6000 key depressions per hour)
- Should have good knowledge of MS office.
- At least 4 to 5 months experience in data entry.
- Should be comfortable in spoken and written English and <local language>
- Accurately enter data from Hard Copies; maintain productivity and consistency; ensure quality; deliver on deadlines.
- Candidate must be willing to learn & work under pressure.

2.14 Acceptance Testing and Certification

[It is suggested that the services of STQC may be explored as third party agency for certifications. In case the TPA is to be appointed through a tender, the RFP template for consultancy services (Deliverables) may be used for tendering purposes. In this section the word “Third party agency” means any external agency involved in “audit assessment it may be a single or separate agencies appointed for each of these activities]

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Localisation Compliance Review
- Infrastructure (Hardware and Network) Compliance Review
- Availability of the project Services in the defined locations
- Performance
- Security
- Manageability
- SLA Reporting System
- Project Documentation (Design, development, configuration, training and administration manuals etc.)
- Data Quality Review

As part of Acceptance testing, performed through a third party agency, Purchaser shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and subsystems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in
relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

The procedures and parameters for testing will be laid down by the Third Party Agency after approval from Purchaser; the solution deployed by the vendor has to satisfy third party acceptance testing upon which the system shall go-live, subject to Purchaser/Departmental approval.

The Department / Purchaser will establish appropriate processes for notifying the selected vendor of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected vendor to take corrective action. All gaps identified shall be addressed by the vendor immediately prior to Go-live of the solution. It is the responsibility of the selected Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.

It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the vendor of his responsibilities to meet all SLAs as laid out in this RFP document.

It is to be noted that:

Purchaser may get the solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the Department. Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

**Functional Requirements Review**

The solution developed/customized by selected Bidder shall be reviewed and verified by the agency against the Functional Requirements signed-off between the Purchaser and the selected Bidder. All gaps, identified shall be addressed by the vendor immediately prior to Go-live of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by the vendor for the solution. Apart from Traceability Matrix, agency may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by independent third party agency (external audit) as well as the select internal department users (User Acceptance Testing) and system has to satisfy both third party acceptance testing and internal user acceptance testing, upon which the system shall go-live. For conducting the User Acceptance Testing, Purchaser/ The Department shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.
Localisation Compliance Review
A third party support shall perform the Localisation Compliance Review to verify the Application Multilingual Architecture Design with Input/Saved/Output Data as per Localisation guidelines, i.e. UNICODE 6.0 standard (refer Annexure I).

Infrastructure Compliance Review
Third party agency shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT as well as Network infrastructure) supplied by the selected Bidder against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the selected Bidder. Compliance review shall not absolve the vendor from ensuring that proposed infrastructure meets the SLA requirements. Hardware supplied by the vendor should be as specified in RFP or better without any cost escalation subject to following restrictions:
   a. OEM cannot be replaced
   b. Product should meet all functionalities listed in the RFP.
   c. OEM must provide a representation that the new product is a newer version of the proposed product.
   d. If COTS is used then its version should be as specified or newer version.

Security Review
The software developed/customized shall be audited by the agency from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the solution to the following activities.

- Audit of Network, Server and Application security mechanisms
- Assessment of authentication mechanism provided in the application /components/modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc.
- Application Security mechanisms should be accessed in compliance with the IT Act 2000, 2008 Amendment and IT rules 2011, such that it maintains data/information Integrity, Confidentiality, Non-repudiation
- Audit of Security mechanisms so that they are in compliance with the latest Guidelines by Controller of Certifying authority (CCA), IT Act, ISO27001.
- Gap assessment of certain controls like say ISO 27001 and section 43, 47, 66, 69, 79, 84 and 87 of IT ACT amendment 2008 and decide how the sensitive data from a data centric stand point is to be protected.
Performance
Performance is another key requirement for the project and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc., Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

Availability
The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The agency shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of the project services to all the users in the defined locations.

Manageability Review
The agency shall verify the manageability of the solution and its supporting infrastructure deployed using the Enterprise Management System (EMS) proposed by the selected Bidder. The manageability requirements include requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

SLA Reporting System
The selected Bidder shall design, implement/customize the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators listed as per the SLAs mentioned the RFP. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the vendor and shall certify the same. The EMS deployed for the project, based on SLAs, shall be configured by the selected Bidder to calculate the payment to be paid by the department after deducting the necessary penalties.

Project Documentation
The Agency shall review the project documents developed by the selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc.
Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

Data Quality
The Agency shall perform the Data Quality Assessment for the Data digitized by selected Bidder and the data migrated by the vendor to the new system. The errors/gaps identified
during the Data Quality Assessment shall be addressed by the vendor before moving the data into production environment, which is a key milestone for Go-live of the solution.
2.15 Payment Schedules

[We have provided here templates for developing the Payment Schedules]

[Refer: Section 2.11 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information]

Template for filling up Phase wise Payment Schedules

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Phase</th>
<th>Billable Fee (as % of Contract Value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Phase I</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>2.</td>
<td>Phase II</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>3.</td>
<td>Phase III</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>4.</td>
<td>Phase IV</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>5.</td>
<td>Phase V</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
</tbody>
</table>

OR

Template for filling up Milestone based Payment Schedules

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Milestone</th>
<th>Billable Fee (as % of Contract Value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>2.</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>3.</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>4.</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
<tr>
<td>5.</td>
<td>&lt;Description of project activity and its outcome/deliverable&gt;</td>
<td>&lt;Percentage of Contract’s value&gt;</td>
</tr>
</tbody>
</table>

a. The taxes would be paid at the prevalent rates.

[Optional: Success Fee: In case the SI manages to complete the project in time, a success fee may be provisioned. The success fee would be payable on completion of UAT as per the timelines.}
However it needs to be evaluated from case to case basis and ascertained that the Government benefits from the early completion of the project. Based on the benefit, the Government may provision for a success fee.

OR

Payments for stand-alone Cloud (IaaS/PaaS/SaaS) subscription and managed services procurement (Not including turnkey/ SI projects) will be based on quarterly billing computed on the basis of the Consumption of services and rates defined in the CSP empanelment rate list. Refer Appendix IV

2.16 Acceptance Criterion

[For all the Implementation Agency deliverables, there should be an acceptance criterion described in the RFP document. The description should be objective and easy to determine. This would help in getting timely approvals for the project. Secondly it needs to be appreciated that for certain deliverables, the approval committee may not be able to review the entire document / deliverable. In such cases, the chairperson of the sub-committee should be identified who would review and provide their recommendations to the Steering Committee. In case a Consultant has been deployed, the Purchaser may like to include such reviews and recommendations to the Committee as a part of the Scope of work of Consultants]

2.17 Downstream work

[If the Purchaser/Department envisages the need for continuity for downstream work then provide the Terms of Reference the scope, nature, and timing of future work]

[Also indicate, whether the downstream work would constitute “Conflict of Interest”]

2.18 Fraud and Corrupt Practices

a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages
payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

b. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <2 (two) years> from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

   i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

   ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

   iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.19 Dispute Resolution Mechanism

The Bidder and the Purchaser shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. In case a Party is of the opinion that a dispute has arisen under this agreement, the Party shall notify the other Party of the detailed nature of the dispute, the right or obligation under this Agreement to which the dispute relates, and the relief sought by the Party raising the dispute.

b. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

c. The matter will be referred for negotiation between <Nodal Officer> of Purchaser/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

d. The Parties shall in the first instance attempt to resolve the dispute in good faith. In case, the Parties are unable to resolve the dispute, the matter shall be referred to the Empowered Committee set up by the Department.

Empowered Committee for Dispute Resolution: There shall be an Empowered Committee notified by the Government of Maharashtra, with representatives from Service Provider and other State Government Departments as desired by the department procuring the services as per this agreement for dispute resolution purpose.

e. The Empowered Committee shall attempt to resolve the dispute in a meeting specially convened for the purpose. The representatives of all Parties shall be invited to participate in such meetings.

f. The negotiations between the Parties and the proceedings before the Empowered Committee shall be kept confidential unless Parties agree otherwise.

g. Each Party shall bear its own cost in relation to the dispute resolution as aforesaid.

h. In case, the Empowered Committee is Unable to resolve the dispute, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings will be held at Mumbai, India. The arbitration shall