

be conducted in English and all documents shall, if not already in English, shall be translated into English by the Party relying upon the document.

i. The Principal Secretary, IT, GoM or an Officer of an equivalent rank nominated by the GoM shall be the sole Arbitrator for the purpose of the arbitration proceedings

j. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the Law.

k. The Parties agree that any decision or award of the arbitrator pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person(s) affected by it. The Parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause.

l. During any period of dispute resolution as hereinbefore provided, there shall be no suspension of this agreement.

## 2.20 Conflict of Interest

- a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, *inter alia*, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- b. The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- c. *[Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated within Section 2.5.10 of “Guidance Notes: Model RFP Templates for Implementation Agencies”]*. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. the Bidder, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a*

*shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
  - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary;
- or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Bidder; or
- vi. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

- d. An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

D.I.T. Government of Maharashtra, Draft Model RFP

## Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

### **Forms to be used in Pre-Qualification Proposal**

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

### **Forms to be used in Technical Proposal**

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Project Citation Format

Form 7: Proposed Solution

Form 8: Proposed Work Plan

Form 9: Team Composition

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deployment of Personnel

Form 12: Deviations

Form 13: Manufacturers Authorisation Form

### **Form 1: Compliance Sheet for Pre-qualification Proposal**

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	

4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5	Sales Turnover in System Integration	Extracts from the audited Balance sheet and Profit & Loss; OR  Certificate from the statutory auditor	Yes / No	
	Sales Turnover	Certificate from the statutory auditor ; OR  Certificate from the statutory auditor	Yes / No	
	Net Worth	Certificate from the statutory auditor	Yes / No	
6	Technical Capability	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	Yes / No	
7	Certifications	[As relevant]	Yes / No	
8	Consortiums	[As relevant]	Yes / No	
9	Debarment	A self-certified letter	Yes / No	
	<b>Optional</b>			
10	Legal Entity	Copy of Certificate of Incorporation; and  Copy of Service Tax Registration Certificate	Yes / No	
11	Manpower Strength	Self-Certification by the authorized signatory	Yes / No	

Form 2: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	

Model RFP Templates for Implementation Agencies

<b>B</b>	Incorporation status of the firm (Public limited / private limited, etc.)	
<b>C</b>	Year of Establishment	
<b>D</b>	Date of registration	
<b>E</b>	ROC Reference No.	
<b>F</b>	Details of company registration	
<b>G</b>	Details of registration with appropriate authorities for service tax	
<b>H</b>	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

### Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <Purchaser>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <Purchaser> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

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

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

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

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



**Form 4: Compliance Sheet for Technical Proposal**

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

**For Technical Evaluation (Category 1)**

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5	Yes / No	
2.	Average turnover from System Integration/ICT Systems Development and Implementation Work in last 3 years (Turnover in Rs Crores)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor; and Project citation (Form 6)	Yes / No	
3.	Experience in Hardware and Network Equipment Supply & maintenance services (last 5 years)	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 ; and Project citation (Form 6)	Yes / No	
4.	Experience in Software Development & maintenance services (last 5 years)	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)	Yes / No	

		from the client ; and  Project citation (Form 6)		
5.	Experience in Turnkey services (last 5 years)	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR	Yes / No	
	<b>Specific Requirements</b>	<b>Documents Required</b>	<b>Compliance</b>	<b>Reference &amp; Page Number</b>
		Work Order + Phase Completion Certificate (for ongoing projects) from the client ; and  Project citation (Form 6)		
6.	Solution Proposed, Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	A note (Form 7) and Forms 7A, 7B & 7C  The note should highlight understanding of the <Purchaser's> requirements through providing justifications for:  1) Solution proposed and its components, 2) Technologies used, 3) Challenges likely to be encountered 4) Learning on how to deal with the challenges 5) Client references  Form 8	Yes / No	

7.	Resume of all key technical resources proposed for the assignment	CV & a Note (Form 9, 10 and 11)	Yes / No	
8.	Bidder's inclusion of MSMEs in project delivery through allotment of at least <10%> of contract value to the project	Letter of evidence and commitment that MSME will be contracted the required value of work	Yes / No	
9.	Tools and Assets As per requirement specified in Technical evaluation)	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]  A note and demonstration of the Tool/Assets	Yes / No	
10.	Deviations (if any)	Form 12	Yes / No	

**For Technical Evaluation (Category 2)**

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1	Covering Letter for Technical Proposal	As per Form 5	Yes / No	

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
2	<b>System Functionality:</b> Meeting the requirements of <department> in terms of how close the proposal is to the functional requirements for the solution as have been proposed for <department> (In case it is COTS, it should be measured by degree of customization required)	<b>A note containing the Mapping as per information provided</b>	Yes / No	
3	<b>Technology:</b> Demonstrated robustness of the technology deployed across other installations around the world, including <ul style="list-style-type: none"> <li>– Scalability</li> <li>– Security</li> <li>– Ease of implementation</li> </ul>	<b>A note containing details on</b> <ul style="list-style-type: none"> <li>a) Solution architecture</li> <li>b) Security</li> <li>c) System Performance</li> <li>d) Supported Platform Operating System</li> <li>e) Client Hardware Operating System</li> <li>f) Database</li> <li>g) System Management</li> <li>h) Web Server Support</li> <li>i) Application Server Support</li> <li>j) Single Sign-on</li> <li>k) Presentation</li> <li>l) Session Management</li> <li>m) Integration capabilities</li> <li>n) Auditing / Reporting features</li> <li>o) Disaster recovery &amp; back-up</li> </ul> <b>And Form 7</b>	Yes / No	

4	<b>India Specific Capabilities:</b> Number of Projects of similar nature in India and size of those projects in the past 5 years	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  Project citation (Form 6)	Yes / No	
5	<b>Industry Specific Capabilities:</b> Past experience of the Bidder in executing similar assignments, size of those assignments in the past five years.  [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]	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	Yes / No	

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
6	<b>Training:</b> Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	A note on training containing a) Training model b) Approach c) Deliverables	Yes / No	
7	<b>Certifications and Credentials:</b> Quality of processes (SEI-CMMi, ISO, Six Sigma), Security etc.	A copy of certificates	Yes / No	
8	<b>Profile of proposed team members:</b> Relevant assignment experience / Years of experience / Number of Certifications in Technology specific to Solution proposed	Form 9,10 and 11	Yes / No	
9	<b>Project Methodology, Support and Documentation</b>	Form 8 & additional notes/document for support & documentation	Yes / No	
10	<b>Inclusion of MSMEs in Project Delivery</b>	Letter of evidence and commitment that MSME will be contracted the required value of work	Yes / No	
11	Tools and Assets As per requirement specified in Technical evaluation)	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]  A note and demonstration of the Tool/Assets	Yes / No	

12	Deviations (if any)	Form 12	Yes / No	
----	---------------------	---------	----------	--

### Form 5: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

**Subject:** Submission of the Technical bid for <Name of the Systems Implementation assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed on the <URL of eProcurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: ..... Date: .....

**Form 6: Project Citation Format**

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
<b>Other Relevant Information</b>	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	



### Form 7: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

### Form 7 A: Solution Proposed

S. No	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/ : as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)

### Form 7 B: Bill of Material (Software)

S. No	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data centre Production)	Number of Licenses (DR Site)

### Form 7 C: Bill of Material (Infrastructure)

For each hardware, provide the following information in a table

- (i) Reference of the server/storage information in the Submitted Proposal (Please provide page number/section number/ volume)
- (ii) Services proposed to be hosted on the Server
- (iii) Quantity
- (iv) Make and Model
- (v) Year of Introduction
- (vi) Operating System along with version (if applicable)
- (vii) Processor and Number of Cores Offered (if applicable)
- (viii) Architecture (RISC/EPIC/CISC) (if applicable)
- (ix) RAM/HDD/LAN Ports/ HBA (as relevant)
- (x) Additional Information as required to indicate the compliance to the requirements in the RFP (ex, Capacity, Disk Space) (if applicable)

## Form 8: Proposed Work Plan

[illegible]

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.
3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

**Form 9: Team Composition**

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

**Form 10: Curriculum Vitae (CV) of Key Personnel**

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> <li>• Degree</li> <li>• Academic institution graduated from</li> <li>• Year of graduation</li> <li>• Specialization (if any)</li> <li>• Key achievements and other relevant information (if any)</li> </ul>	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)

Prior Professional Experience covering:

- ✓ Organizations worked for in the past o Organization name
- ✓ Duration and dates of entry and exit
- ✓ Designation Location(s)
- ✓ Key responsibilities
- ✓ Prior project experience
- ✓ Project name
- ✓ Client
- ✓ Key project features in brief
- ✓ Location of the project
- ✓ Designation
- ✓ Role
- ✓ Responsibilities and activities
- ✓ Duration of the project



Please provide only relevant projects.

Proficient in languages (Against each language listed indicate if speak/read/write)

## Form 11: Deployment of Personnel

No	Name of Staff	Staff input in Months (in the form of a bar chart) <sup>2</sup>														Total staff man months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total	
1																
2																
3																
N																
Total																

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.

 Full time input
  Part time input

## Form 12: Deviations

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Dear Sir:

**Subject:** Deviations <Provide Name of the Implementation Assignment>

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

### A - On the Terms of Reference

*[Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the	<Effect on Timelines due to the Deviation>	<Value>



				<i>Deviation&gt;</i>		
3.	<i>&lt;Deviation description&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Name(s) of Deliverables to get affected by the Deviation&gt;</i>	<i>&lt;Effect on Timelines due to the Deviation&gt;</i>	<i>&lt;Value&gt;</i>

**B – Any other areas**

<b>No.</b>	<b>Deviation</b>	<b>Material</b>	<b>Non-Material</b>	<b>Impacted Deliverable(s)</b>	<b>Impacted Timeline(s)</b>	<b>Financial Impact</b>
1.	<i>&lt;Deviation description&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Name(s) of Deliverables to get affected by the Deviation&gt;</i>	<i>&lt;Effect on Timelines due to the Deviation&gt;</i>	<i>&lt;Value&gt;</i>
2.	<i>&lt;Deviation description&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Name(s) of Deliverables to get affected by the Deviation&gt;</i>	<i>&lt;Effect on Timelines due to the Deviation&gt;</i>	<i>&lt;Value&gt;</i>
3.	<i>&lt;Deviation description&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Yes / No&gt;</i>	<i>&lt;Name(s) of Deliverables to get affected by the Deviation&gt;</i>	<i>&lt;Effect on Timelines due to the Deviation&gt;</i>	<i>&lt;Value&gt;</i>

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**Form 13: Illustrative Manufacturers'/Producers' Authorization Form**

*[This form has to be provided by the OEMs/CSP of the products proposed]* No. Date: To:

OEM/CSP Authorization Letter

Dear Sir:

**Ref: Your RFP Ref: [\*] dated [\*]**

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

**I In case of Cloud Services- <<NAME OF THE CSP>> (hereafter "CSP") is pleased to support <<PARTNER NAME>> for the pursuit of the Tender for <<TENDER REFERENCE NUMBER>>**

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

**In case of Cloud Services**

- i. I/We confirm that as on the date of this letter <<PARTNER NAME AND ADDRESS>>, has due authorization from us to use our cloud services for the purposes of the above referenced tender.

**Should <<PARTNER>> be awarded the contract resultant from the above referenced tender, CSP will support <<PARTNER>> with our commercially available cloud services in accordance with the then prevailing commercial terms and agreements and**

- b. in the event of termination of production of such Products:
  - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

## Appendix II: Financial Proposal Template

### Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

**Subject:** Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

## **1. PRICE AND VALIDITY**

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

## **2. UNIT RATES**

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

## **3. TENDER PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

## **4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

## **5. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

## **6. PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

#### Form 2: Financial Proposal

S. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
a)	Hardware related costs with the AMC for the period of 5 years from the Go-Live of the project (A)			
b)	Networking related costs (B)			
c)	Application Customization / Development and database creation cost (C)			
d)	Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after "Go-Live") (D)			
e)	Support Manpower (E)			
f)	Data Digitization cost (F)			
g)	Training cost (G)			

h)	Deployment of requisite infrastructure for Data centre & IT Disaster Recovery(H)			
i)	O&M cost for Data centre services (I)			
<b>Total Cost</b>				
<b>Total cost in figures:</b>				

#### Form 2A: Details of Financial Bid

#	Item	Quantity (a)	Per Unit Cost (b)	Manufacturer/ Supplier	Country of Origin	Domestic value addition in %age	%age import component	Taxes per unit (c)	Total (a x (b+c))
<b>Total Cost for Hardware (Amount quoted in Figures) with 5 year warranty</b>									
<b>Total Cost for Hardware (Amount quoted in words) with 5 year warranty</b>									

Specify foreign exchange currency:

A. Hardware Related Costs with the AMC for the period of 5 years from the Go-Live of the project					
1.	Infrastructure / Hardware	PCs			
		Printers			
		...			
		Others			
2.	Infrastructure Installation and Testing / Miscellaneous Charges				
		Others			
Total A:					
B. Networking Related Costs					
1.	Network Related Infrastructure	Routers			
		Switch			
		Switch			
		....			
		LAN Cabling			
2.	Network Testing / Bandwidth/ Miscellaneous Charges				
		Others			
Total B:					
C. Application Development & Database Creation					
1.	Application and Portal Development				
Total C:					
D : Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after "Go-Live") (D)					
1.	Connectivity Charges (internet connectivity provided etc.)				
2.	Application Maintenance & Operational Expense including upgradation, deployment of patches, fixes etc.				
3.	Infrastructure Maintenance Expense (Helpdesk, deployed hardware & network infrastructure etc.)				
4.					
5.					
Total D:					
E: Support Manpower					
1.	Programmer				
2.	System Analyst				
3.	Database Administrator				
4.	Project Manager				
	....				
Total E:					
F. Data Digitization					

1.	Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)	<2 persons for 3 months (6) OR Number of filed/ records to be entered>		
Total F:				
G. Training				
	<b>Training Cost Per Person for</b>			
1.	Basic computer skills	<Nos. resources to be trained>	K	20*K
2.	Advanced training on the Application modules	<Nos. resources to be trained>	L	100*L
Total G:				
H. Deployment of requisite infrastructure for Data centre & IT Disaster Recovery				
1.	Deployment of requisite infrastructure for Data centre	<Servers <sup>1</sup> >		
2.		<Networking equipment>		
3.		<Storage equipment (SAN etc.)>		
4.		<Back up equipment>		
5.		<Server OS license>		
6.		<Database license>		
7.		<Anti-virus>		
8.		<....>		
9.		<Installation & testing charges>		
10.		<Others>		
11.	Networking equipment for connectivity to Head office	<Router>		

<sup>1</sup> Any hardware proposed should include the AMC for a period of 5 years from the Successful Go-Live.



12.		<Switch>							
13.		<....>							
14.		<Others>							
Total H:									
I: O&M cost for Data centre services									
1.	Bandwidth connectivity to Head office								
2.	All the O&M cost for managing the data centre services		<Site preparation>						
3.			<Manpower>						
4.			<Electricity charges>						
5.			<Maintenance of the H/w & system software>						
6.			<Maintenance & updation of Antivirus>						
7.			<Physical Security>						
8.			<....>						
9.			<Others>						
Total I :									
#	Item	Quantity (a)	Per Unit Cost (b)	Manufacturer/ Supplier	Country of Origin	Domestic value addition in %age	%age import component	Taxes per unit (c)	Total (a x (b+c))
Total Cost for Hardware (Amount quoted in Figures) with 5 year warranty									
Total Cost for Hardware (Amount quoted in words) with 5 year warranty									

#### Form 4

#### **Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper**

Date:

I S/o, D/o, W/o, Resident of do hereby solemnly affirm and declare as under:

- 1 That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: 33(3)/2013-IPHW dated 23.12.2013.
- 2 That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value addition.
- 3 That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.
- 4 That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.
- 5 That I have complied with all conditions referred to in the Notification No wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith. I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.
  - i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
  - ii. Date on which this certificate is issued
  - iii. Electronic Product for which the certificate is produced
  - iv. Procuring agency to whom the certificate is furnished
  - v. Percentage of domestic value addition claimed
  - vi. Name and contact details of the unit of the manufacturer
  - vii. Sale Price of the product
  - viii. Ex-Factory Price of the product
  - ix. Freight, insurance and handling
  - x. Total Bill of Material
  - xi. List and total cost value of inputs used for manufacture of the electronic product

- xii. List and total cost of inputs which are domestically sourced. Please attach value addition certificates from suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of <Name of firm/entity>

Authorized signatory (To be duly authorized by the Board of Directors)

<<Insert name designation and Contact number>>

D.I.T. Government of Maharashtra, Draft Model RFP

## Appendix III: Template for PBG & CCN

### Form 1: Performance Bank Guarantee

#### PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

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

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

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

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be

made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value> (Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

## Form 2: Change Control Notice (CCN) Format

<b>Change Control Note</b>		<b>CCN Number:</b>
<b>Part A: Initiation</b>		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
<b>Details of Proposed Change</b>		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by :	Date:	
Name:		
Signature:	Date:	
Received by the IP		
Name:		
Signature:		
<b>Change Control Note</b>		<b>CCN Number:</b>
<b>Part B : Evaluation</b>		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
<b>Brief Description of Solution:</b>		
<b>Impact:</b>		
<b>Deliverables:</b>		

<b>Timetable:</b>	
<b>Charges for Implementation:</b> (including a schedule of payments)	
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)	
<b>Authorized by the Implementation Partner</b>	<b>Date:</b>
<b>Name:</b>	
<b>Signature:</b>	

## <Name of the proposed data entry service procurement RFP>

### When do we need a separate Data Entry RFP?

An RFP is used for procurement under the following typical circumstances:

- Data entry vendor are typically small players with restricted local presence
- Normally data entry takes a significant amount of time; and hence it is advisable to initiate the data entry of records quite early (if possible, before the SI selection)
- Scope of work and deliverables are standard, reasonably well known and/or can be clearly specified, as all the fields of the existing records have to be entered
- Typically involves time bound delivery
- 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

### How do you use this RFP?

This model RFP has been prepared for Purchaser / Nodal Officer to engage Data Entry Operators to address the situations mentioned above.

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.

### What are typical contents of this RFP?

S. No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	[Refer Section 3.1]
2.	Background Information	Mandatory	[Refer Section 3.2]
3.	Instruction to Bidder	Mandatory	[Refer Section 3.3]
4.	Pre- Qualification	Mandatory	[Refer Section 3.4.1]
5.	Criteria for Technical Evaluation	Mandatory	[Refer Section 3.4.2]
6.	Scope of Work	Mandatory	[Refer Section 3.9]
7.	Terms of Payment	Mandatory	[Refer Section 3.10]
8.	Checklist for Submission	Mandatory	[Refer Appendix I Form 1 ]



## <Name of the proposed Data Entry Engagement>

<File reference No.>

### 3.0

[Template Document for Request for Proposal for Data Entry Services]

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

### 3 Model RFP Document for Procurement of Data Entry Services

*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.*

Rule 148	DGS&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&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.
Rule 149	..... "The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM." .....

### 3.1 Fact Sheet

Clause Reference	Topic
<Section 3.4.3>	The method of selection is: [Type text]
<Section 3.3.4.2>	<p>RFP can be  Downloaded from &lt;website address&gt; and <a href="http://www.Mahatenders.gov.in">www.Mahatenders.gov.in</a>. Bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.</p> <p>[Optional  [OR]</p> <p>Collected from the following address on or before&lt; indicate date, time&gt; :</p> <p>&lt;Name&gt;  &lt;Designation&gt;  &lt;Address&gt;  &lt;Phone Nos.&gt;  &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 of the scheduled commercial bank</p>
<Section 3.3.4.3>	Earnest Money Deposit of amount <Amount> in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
<Section 3.9>	Procurement is for services linked to deliverable < Data entry services> in
Clause Reference	Topic
	<language>
<Section 3.3.3>	<p>A pre-Bid meeting will be held on &lt; indicate date, time, and venue&gt;  The name(s), address(es), and telephone numbers of the Nodal Officer is:</p> <p>&lt;Name&gt;  &lt;Designation&gt;  &lt;Address&gt;  &lt;Phone Nos.&gt;  &lt;Fax Nos.&gt;  &lt;email id&gt;</p> <p>Clarifications may be requested &lt;Insert number&gt; days before the pre-bid meeting date.</p>

<Section 3.3.5.2>	Proposals should be submitted in the following language(s): <Insert language>
<Section 3.10>	Taxes: <As applicable>
<Section 3.4.1.2>	Proposals must remain valid [Type text] days [ <i>Normally around 180 days</i> ] after the submission date, i.e., until: <insert the date>
<Section 3.3.4.4>	<p>Bidders must upload and submit on the eProcurement portal &lt;URL&gt; all the items (documents), as per the folder structure specified on the eProcurement portal. An indicative list of such items includes:</p> <ul style="list-style-type: none"> <li>• Tender Fee</li> <li>• EMD</li> <li>• Pre-qualification response</li> <li>• Technical Proposal &amp; Financial proposal</li> <li>• Additional certifications/documents, etc.</li> </ul> <p><i>Each of the above documents must be uploaded in the format specified for this purpose.</i></p>
<Section 2.5.5>	Proposals submitted after <insert the date and time> will not be accepted by the eProcurement portal.

## 3.2 Background Information

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

### 3.2.1 Basic Information

- Purchaser invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Data Entry Operators (“Bidders”) for Data entry services as described in Section 3.9 of this RFP, “Scope of Work” (“Data Entry Services”). Purchaser is the Purchaser for this procurement (“the Purchaser”).
- Any contract that may result from this Government procurement process will be issued for a term of <insert relevant period> (“the Term”) for data entry support.
- The Purchaser reserves the right to extend the services 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.

- d) Tenders must be received not later than time, date and venue mentioned in the Fact Sheet. Tenders that are received late will NOT be considered in this public procurement competition.

### 3.2.2 Project Background

*[The “Project Background” should give project details around the need for the Data entry. However this may be brief as it has very low impact on the effort estimation or quality of data entry services]*

### 3.2.3 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 to address the challenges, issues faced; 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]*

*[However this may be brief as it has very low impact on the effort estimation or quality of data entry services]*

### 3.2.4 About the Department

*[The “About” section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the e-Governance project for which this data enter RFP has been published.*

*The section should explain facts and figures about the Government entity in terms of its*

- *Vision and organizational objectives*
- *Manpower strength*
- *Comprising divisions/directorates etc.*
- *Organization structure*
- *Activities of the Department*

- *Geographical spread and operating locations]*

*[However this may be brief as it has very low impact on the effort estimation or quality of data entry services]*

### 3.3 Instructions to the Bidders

#### 3.3.1 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 data entry support required.
- 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.

#### 3.3.2 Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal 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. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP

- iii. Include all supporting documentations specified in this RFP

### 3.3.3 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.

### 3.3.4 Pre-Bid Meeting & Clarifications

#### 3.3.4.1 Bidders Queries

- 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 to <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:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			

- 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.

#### 3.3.4.2 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>, GeM and [www.Mahatenders.gov.in](http://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 RFP.

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

### 3.3.5 Key Requirements of the Bid

#### 3.3.5.1 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 Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

#### 3.3.5.2 RFP Document Fees

- a) The RFP documents have been made available to be download without any fee from the website <Website address> and [www.Mahatenders.gov.in](http://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.
- c) [Optional : RFP document can be purchased in hard copy at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of <insert Amount>, drawn in favour of <Bank Account details>, payable at <Location/City> from a commercial bank]

#### 3.3.5.3 Earnest Money Deposit (EMD)

*[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.]*

- 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>
  - iii. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS) : <details>
- b. EMD of all unsuccessful Bidders would be refunded by 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. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - If a Bidder withdraws its bid during the period of bid validity.
  - In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

#### **3.3.5.4 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. The Bidders should submit their responses as per the format given in this RFP in the following manner
  - Technical Proposal - (1 Original + <1> Copies +<1>CD) in first envelope
  - Commercial Proposal - (1 Original) in second envelope
- b. The Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The two envelopes containing copies Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Data entry 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 declared "Late".
- 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 Bid.
- g. The original proposal/bid 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 initiated by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initiated and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by 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 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.

### **3.3.5.5 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the eProcurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

### **3.3.6 Preparation and Submission of Proposal**

#### **3.3.6.1 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 case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **3.3.6.2 Language**

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

#### **3.3.6.3 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 Purchaser at the address specified below:

<b>Addressed To</b>	<Name of Person/Designation to be addressed to>
<b>Name</b>	Purchaser
<b>Address</b>	<Address>
<b>Telephone</b>	<Telephone No.>
<b>Fax Nos.</b>	<Fax No.>
<b>Email ids</b>	<email id>
<b>Last Date &amp; Time of Submission</b>	<Date> before <Time>

**3.3.6.4 Late Bids**

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

Bids submitted after the due date will not be accepted by the eProcurement 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.>**

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

### 3.4 Criteria for Evaluation

#### 3.4.1 Evaluation process

- a. Purchaser will constitute a Purchase Committee to evaluate the responses of the Bidders
- b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 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 Committee.
- d. The Purchase Committee may ask for meetings with the Data Entry Operators to evaluate its suitability for execution of the task.
- e. The Purchase Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

##### 3.4.1.1 Tender Opening

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

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

##### 3.4.1.2 Tender Validity

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

##### 3.4.1.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)

- Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the RFP
  - With lesser validity period
- 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.

### 3.4.2 Technical Evaluation Criteria

*[It is advisable to do a market assessment on the profiles of data entry operators who would be in a position to carry out the work as required for the project (and detailed out in the Scope of work). In case this is a part of the work of a large Implementation agency, the responsibilities of Purchaser are limited.*

*However in the event the Purchaser has taken up to carry out the task itself, it important to be aware of the profile of Bidders. This would help in ensuring right competition for the bid. It has been a general experience that the Data entry operators are small agencies which take up work on adhoc basis. Generally these organizations are limited to a district / State.*

*Hence the prequalification criterion AND the Scope of work should be defined in such a manner that any of these organization, if selected, should be in position to execute the work.*

*In case of absence of Bidders, the Purchaser has to structure the Payment Schedule (OR provide the necessary infrastructure) and Guarantees in such a manner that the successful Bidder can make the initial investments in executing the data entry exercise.*

- a. *Data entry is done by low skilled personnel and hence may not be able to interpret the technical terms*
- b. *There is sometimes a challenge of carrying out the data entry and ensuring parallel live entries in the manual form, till the software application goes live*
- c. *Availability of Government Staff to carry out the data quality check, as per the rigour required]*

S. No	Criteria	Requirements	Max Marks	Supporting Documents
1.	Should be in the business of Data Entry	If more than x1 years : 10 marks Between x1 and x2 marks : 7 marks Between x2 and x3 marks : 3 marks  Less than x3 years : 0 marks	10	Copy of Work Order
2.	Financial strength	The Bidder should have a minimum of INR <Value> Lakhs as annual turnover during each of the last three financial years <specify years>	20	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the auditor
3.	Experience of similar assignment	The Bidder must have successfully completed at least one project of data digitization of value greater than INR <value> Lakh in the past 3 years	40	Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
4.	Certifications	Quality certification from an accredited and internationally reputed / renowned firm (viz. ISO 9001)	5	Copy of certificate
5.	Work Plan	Work Plan and Manpower Commitment	5	Note
6.	Quality Check methodology proposed	Methodology for Quality Check & Government Data Security	20	Note

### 3.4.3 Commercial Bid Evaluation

*[It is advised that before the RFP is published, a time and motion study is carried out to determine the effort taken in a typical data entry transaction. This should be done for at least 100 random records (for which data entry has to be done) in word/excel. In case data entry transactions are to be done from different registers / files, their data entry time & motion study should also be done.]*

*The total cost of the financial bid should be computed after factoring in the volumes. This total cost should be used for comparison and identification of L1 Bidder]*



- a. The Financial Bids of the technically qualified Bidders will be opened on a prescribed date in the presence of Bidder representatives
- b. The Bidder with lowest qualifying financial bid (L1) will be awarded the contract the work for the volume of data entry specified in the RFP
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. 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".

### **3.5 Appointment of Data Entry Operator**

#### **3.5.1 Award Criteria**

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.

#### **3.5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

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.

#### **3.5.3 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. In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, Purchaser will notify each unsuccessful Bidder and return their EMD.

#### 3.5.4 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 CVC.

#### 3.5.5 Performance Guarantee

The Purchaser will require the selected **Bidder** to provide a Performance Bank Guarantee, within **<21>** days from the Notification of award, for a value equivalent to **<10%>** of the total cost of contract. The Performance Guarantee should be valid for a period of **<months>**. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### 3.5.6 Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder. The Legal Agreement would contain all the terms and conditions mentioned in this RFP document and is provided as a separately as a template. Purchaser shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful Bidder.

In this case, the contract would be awarded to the next responsive Bidder.

#### 3.5.7 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.

### 3.6 Fraud and Corrupt Practices

- a. The 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 Data entry 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 Data Entry Operator shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <period, suggested 2 (two)> years from the date such Data entry operator, 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 there from, 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;

- d. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e. “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;
- f. “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
- g. “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.

### 3.7 Conflict of Interest

The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

*[In normal course, the Data entry agency should not be restrained to provide hardware for the same project and its related project, as long as they do not take up services which directly or perceptibly lead to a situation which would lead to a conflict of interest. For e.g. a Data entry operator should a) not take up work which would be involved in the Quality Check of the data entry, as it is a perceptible conflict of interest.]*

## 3.8 Terms and Conditions Applicable Post Award of Contract

### 3.8.1 Termination Clause

#### 3.8.1.1 Right to Terminate the Process

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:-

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The < Purchaser> reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, < Purchaser> reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, < Purchaser> reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which < Purchaser> may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h. < Purchaser> reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.
- i. The contractor shall not assign or sublet the contract or any part of it without written permission from <Purchaser>. In case of noncompliance of this Para, the contract may be cancelled and the damages, if any, may be recovered from the contractor.
- j. The contractor acknowledges that he has fully acquainted himself with all conditions and circumstances under which he has to complete the data entry job <Name of the Project> with all the terms, clauses, conditions, specifications and other details of this contract.

#### **3.8.1.2 Consequences of Termination**

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the

next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

- b. Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **3.8.2 Liquidated Damages**

- a. Notwithstanding Purchaser's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- b. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder. Liquidated damages will be calculated on per week basis.

#### **3.8.3 Acceptance Tests**

The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance test at the site. The test will involve quality check of the data entry. No additional charges shall be payable by the Purchaser for making corrections for the errors.

#### **3.8.4 Audit by Third Party**

Purchaser at its discretion may appoint third party for auditing the data entry process and operations of entire services provided to the Purchaser.

#### **3.8.5 Penalty**

- a) Loss or damage of contract will be considered as breach of contract.
- b) The following penalties would apply in case of data inaccuracies :

- (i) Data accuracy less than 98% but greater than or equal to 95% - Penalty of 10% of milestone payment amount
- (ii) Data accuracy less than 95% but greater than or equal to 90% - Penalty of 25% of milestone payment amount
- (iii) Data accuracy less than 90% will be considered as breach of contract.

Data Accuracy would be determined by the data quality check by Purchaser or its deputed agency/staff. The data accuracy metric would be determined by <x% sample> of data entered by the Data Entry operator and submitted for Quality Check.

### 3.8.6 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:

- e. 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
- f. 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.
- g. 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.
- h. 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 be conducted in English and all documents shall, if not already in English, shall be translated into English by the Party relying upon the document.

i. The Principal Secretary, IT, GoM or an Officer of an equivalent rank nominated by the GoM shall be the sole Arbitrator for the purpose of the arbitration proceedings

j. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the Law.

k. The Parties agree that any decision or award of the arbitrator pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person(s) affected by it. The Parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause.

l. During any period of dispute resolution as hereinbefore provided, there shall be no suspension of this agreement.

#### **3.8.7 Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post then on expiry of seven days from the date of posting.

#### **3.8.8 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:



1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics  
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

### 3.8.9 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the 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 or invoke the PBG of the most responsive Bidder.

## 3.9 Details on Scope of Work

### 3.9.1 Scope of Work

*[The Scope of work for data entry should specify the following:*

- Software for Unicode data entry - Language of Unicode data entry*
- Use of transliteration – clarity on software to be provided*
- Single or double screen to be used*
- Any hand held terminal to be used*
- Software to monitor the quality check*
- Paper trail to be kept*
- Back-up responsibility*
- Process to ensure Data integrity*
- Autocorrect software and logics to be used*
- Data base in which data is to be kept*
- Place/Location of data entry*
- Manner in which the records would be handed over and taken back*
- Hardware services required*
- Data quality processes*
- Data safety and security process*
- Quality Check ]*

*[The data entry Scope of work should provide for the type of records to be computerized, the number of such records and typical time taken (Based on time and motion study) to carry out data entry for a particular record]*

### **3.9.2 Deliverables & Timelines**

*[This can be customized as per requirement. However the following is the most common way of handling over the deliverables]*

- 1. Online submission / CD of Data Entry in the indicated format for Quality check*
- 2. Online submission / CD of Corrected Data]*

### **3.9.3 Quality Check**

- a) The vendor should ensure <% data accuracy> of the records entered
- b) Random/Regular checking will be conducted by the representative nominated by data digitization committee. The vendor has to provide one printout of local language data in UNICODE digitized for a particular day which will be verified by the representative by the end of next day. He will give a certificate of satisfaction to the supervisor appointed by vendor. The certificate of satisfaction must contain the number of records digitized for a particular day, name of database and remarks.

*[Alternatively the data quality check could also be automated through a secure password, so that the responsibility of data accuracy could be established]*

### **3.9.4 Right to alter Quantities**

The data entry quantity mentioned in the scope of work of this RFP is only indicative. The exact number of records required to be digitized could only be finalized based on the actual requirement and Purchaser shall accordingly order the required number of records at the time of placement of Purchase Order, or thereafter.

The Purchaser reserves the right to alter the number of records to be digitized specified in the tender in the event of changes in plans of the Purchaser. Any decision of Purchaser in this regard shall be final, conclusive and binding on the Bidder. The Purchaser reserves the right to place order for additional data entry at the agreed priced during the contract period with the same terms and conditions.

## **3.10 Payment Terms and Procedure**

### **3.10.1 Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by this office Purchaser. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory data entry report from the concerned sites where the data entry has been carried out.

### 3.10.2 Payment Schedules

*[Refer: Section 2.11 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for information regarding this section]*

S. No	Activity	Completion Schedule (In days)	Payment Milestone
1	Award of Work order to the Bidder	<T>	Nil
2	Completing the setting up of Project Office and resource mobilization	<Days from the award>	10%
3	Start of the data digitization process	<Days from the award>	Nil
4	1 <sup>st</sup> Milestone – 25 % of data entry completion and verification	<Days from the award>	20%
5	2 <sup>nd</sup> Milestone – 50% of data entry completion and verification	<Days from the award>	20%
6	3 <sup>rd</sup> Milestone – 75% of data entry completion and verification	<Days from the award>	20%
7	4 <sup>th</sup> Milestone - Completion of data entry process and verification	<Days from the award>	20%
8	5 <sup>th</sup> Milestone - Completion of final verification of database	<Days from the award>	10%

The taxes would be paid at the prevalent rates.

## Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Letter of Proposal

Form 4: Bank Guarantee for Earnest Money Deposit

Form 5: Performance Bank Guarantee

### Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S. No	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3.	Particulars of the Bidders	As per Form 2	Yes / No	
4.	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5.	Covering Letter for Technical Proposal	As per Form 5	Yes / No	
6.	Should be in the business of Data Entry	Copy of Work Order	Yes / No	
7.	Financial strength	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the auditor	Yes / No	
8.	Experience of similar assignment	Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client	Yes / No	
9.	Certifications	Copy of certificate	Yes / No	
10.	Work Plan	Note	Yes / No	
11.	Quality Check methodology proposed	Note	Yes / No	

12.	Debarment	Certificate	Yes/No	
-----	-----------	-------------	--------	--

## Form 2: Particulars of the Bidders

Sl No.	Information Sought	Details to be Furnished
<b>A</b>	Name and address of the bidding Company	
<b>B</b>	Incorporation status of the firm (public limited / private limited, etc.)	
<b>C</b>	Year of Establishment	
<b>D</b>	Date of registration	
<b>E</b>	ROC Reference No.	
<b>F</b>	Details of company registration	
<b>G</b>	Details of registration with appropriate authorities for service tax	
<b>H</b>	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

## Form 3: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

**Subject:** Submission of the Technical bid for <Name of the data entry assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser for <Name of the data entry assignment> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid uploaded on the eProcurement portal (*mention URL*).

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: ..... Date: .....

#### Form 4: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <Purchaser> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>  
The conditions of this obligation are:

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

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



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

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- IV. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- V. This Bank Guarantee shall be valid up to <<insert date>>)
- VI. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## Form 5: Performance Bank Guarantee

### PERFORMANCE SECURITY:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<Insert contract no. >> dated. <<Insert date>> to provide data entry services for <<name of the assignment>> to <Purchaser> (hereinafter called "the beneficiary")

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

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

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

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <<insert value>> (rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid upto <<insert expiry date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.

D.I.T. Government of Maharashtra, Draft Model RFP

## Appendix II: Commercial Proposal Templates

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Commercial Bid Template

### Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

**Subject:** Submission of the Financial bid for <provide name of the data entry services assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the data entry services for [*Title of services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**Form 2: Financial Proposal**

S.no	Record name	Job description	Estimated Quantity	Unit (A)	Location of the records where they are managed and kept	Rate per record (B) : INR per record	Total (A*B) INR
1							
2							
3							
4							
5							
6							
	GRAND TOTAL						<Summation of the above>

## When do we need an RFP for Hardware?

An RFP is used for procurement under the following typical circumstances:

- The hardware to be procured – the quantity and quality is reasonably well known and/or can be clearly specified
- Typically involves time bound delivery
- 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

## How do you use this RFP?

This model RFP has been prepared for Purchaser / Nodal Officer to engage Hardware selling companies/OEMs for providing hardware and related services.

This model RFP should be used as a template for creation of RFP. The user of this template should refer to the Guidance Notes for Model RFP Documents for “Selection of Hardware supplying agencies” for providing necessary guidance.

There is no requirement for a legal agreement here. The work order referring to the RFP terms and conditions generally suffices the requirement of the legal agreement.

## What are typical contents of a Hardware RFP?

S. No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	Refer Section 4.1
2.	Background Information	Mandatory	Refer Section 4.2
3.	Instruction to Bidder	Mandatory	Refer Sections 4.3
4.	Pre- Qualification	Mandatory	Refer Section 4.4.1
5.	Criteria for Evaluation	Mandatory	Refer Section 4.4.2
6.	Scope of Work	Mandatory	Refer Section 4.9
7.	Deliverables	Mandatory	Refer Section 4.9.2
8.	Timelines	Mandatory	Refer Section 4.9.2
9.	Payment Schedule	Mandatory	Refer Section 4.10.2
10.	Templates/Forms	Mandatory	Appendix I & II
11.	Checklist for Submission	Mandatory	Appendix I, Form 1 & 5

## <Name of the proposed Hardware & Services procurement RFP>

<File reference No.>

### 4.0

**[Template Document for Request for Proposal for Computer Hardware]**

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

## 4 Model RFP Document for Hardware Procurement

*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.*

Rule 148	DGS&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&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.
Rule 149	..... "The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM." .....

## 4.1 Fact Sheet

Clause Reference	Topic
<Section 4.4.3>	The method of selection is: [Type text] <i>[For guidance on method of selection please refer Section 2.5 of Guidance Notes for Model RFP Documents for "Hardware supply and related services" for information regarding this section]</i>
<Section 4.3.4.2>	RFP can be Collected from the following address on or before< indicate date, time> : <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> by paying the document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled commercial bank  OR Downloaded from <website address <a href="http://www.Mahatenders.gov.in">www.Mahatenders.gov.in</a> >. However in this case, the Bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.
4.3.4.3	EMD in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
<Section 4.9>	Procurement is for services linked to deliverable < Hardware supply and related services >
<Section 4.3.3>	A pre-Bid meeting will be held on < indicate date, time, and venue>

Clause Reference	Topic
	The name, address, and telephone numbers of the Nodal Officer is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> Clarifications may be requested <Insert number> days before the pre-bid meeting date.



<Section 4.3.5.2>	Proposals should be submitted in the following language(s): <Insert language>
<Section 4.10>	Taxes: <As applicable>
<Section 4.3.6.2>	Proposals must remain valid [Type text] days [Normally around 180 days] after the submission date, i.e., until: <insert the date>
<Section 4.3.4.4>	<p><b>&lt;Option 1: In case of online submission&gt;</b> Bidders must upload and submit on the eProcurement portal &lt;URL&gt; all the items (documents), as per the folder structure specified on the eProcurement portal. <i>Each of the above documents must be uploaded in the format specified for this purpose.</i></p> <p><b>&lt;Option 2: In case of physical submission&gt;</b> Bidders must submit an original and &lt;Insert number&gt; additional copies of each proposal along with &lt;Insert number&gt; of non-editable CD</p>
<Section 4.3.5.3>	<p>The proposal submission address is: &lt;Name&gt; &lt;Designation&gt; &lt;Address&gt; &lt;Phone Nos.&gt; &lt;Fax Nos.&gt; Information on the outer envelope should also include : &lt;Name of the RFP&gt; &amp; "DO NOT OPEN BEFORE &lt;insert the date &amp; time&gt;"</p>
<Section 4.3.5.3>	<p><b>&lt;Option 1: In case of online submission&gt;</b> Proposals submitted after &lt;insert the date and time&gt; will not be accepted by the eProcurement portal.</p> <p><b>&lt;Option 2: In case of physical submission&gt;</b> Proposals must be submitted no later than the following date and time: &lt;insert the date and time&gt;</p>

## 4.2 Background Information

*[Refer: Section 2.4.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information regarding this section]*

### 4.2.1 Basic Information

- a) Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from OEMs Agencies/authorized Partners ("Bidders") for the

provision of Hardware as described in Section 4.9 of this RFP, “Scope of Work” (“Hardware supply”). Purchaser is the Purchaser for this Government procurement competition (“the Purchaser”).

- b) Any contract that may result from this RFP Process will be issued for a term of <insert relevant period> (“the Term”) which would include the hardware supply, warranty and maintenance support.
- c) The Purchaser reserves the right to extend the warranty and maintenance support 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.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

#### 4.2.2 Project Background

*[The “Project Background” should give project details around the need for the Hardware. However this may be minimal / brief as it has very low impact on the supply and maintenance of Hardware]*

#### 4.2.3 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 to address the challenges, issues faced; 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]*

*[However this may be minimal / brief as it has very low impact on the supply and maintenance of Hardware]*

#### 4.2.4 About the Department

*[The “About” section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the e-Governance project for which this data enter RFP has been published.*

*The section should explain facts and figures about the Government entity in terms of its*

- *Vision and organizational objectives*
- *Manpower strength*
- *Comprising divisions/directorates etc.*
- *Organization structure*
- *Activities of the Department*
- *Geographical spread and operating locations]*

*[However this may be minimal / brief as it has very low impact on the supply and maintenance of Hardware]*

#### 4.2.5 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

### 4.3 Instructions to the Bidders

#### 4.3.1 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 SI support required. 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.

#### **4.3.2 Compliant Tenders / Completeness of Response**

- a) Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal 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. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentations specified in this RFP

#### **4.3.3 Code of integrity**

- No official of a procuring entity or a bidder shall act in contravention of the codes which includes
  - d. 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;
- e. Disclosure of conflict of interest.
- f. 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.

#### 4.3.4 Pre-Bid Meeting & Clarifications

##### 4.3.4.1 Bidders Queries

- 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 to <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:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			

- 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.

#### 4.3.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- 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.
- 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.
- The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address>, GeM, and [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and emailed to all participants of the pre-bid conference.
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, < Purchaser> may, at its discretion, extend the last date for the receipt of Proposals.

*[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.]*

#### 4.3.5 Key Requirements of the Bid

#### 4.3.5.1 Right to Terminate the Process

- c. 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.
- d. This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

#### 4.3.5.2 RFP Document Fees

- a. The RFP documents have been made available to be download without any fee from the website [Website address](http://www.Mahatenders.gov.in) and [www.Mahatenders.gov.in](http://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.
- c. [Optional : RFP document can be purchased in hard copy at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of [insert Amount](#), drawn in favour of [Bank Account details](#), payable at [Location/City](#) from a commercial bank]

#### 4.3.5.3 Earnest Money Deposit (EMD)

*[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.]*

- 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 :
  - a. 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.
  - b. Demand Draft/Banker cheque : Payable at [Location/city](#)

- c. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS) : < details>
- b. EMD of all unsuccessful Bidders would be refunded by 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. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - If a Bidder withdraws its bid during the period of bid validity.
  - In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

#### 4.3.5.4 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 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 Eg. 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 (freed) 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.>**

- The Bidders should submit their responses as per the format given in this RFP in the following manner
  - Response to Pre-Qualification Criterion : (1 Original + <1 > Copies +<1>CD) in first envelope
  - Technical Proposal - (1 Original + <1> Copies +<1>CD) in second envelope
  - Commercial Proposal - (1 Original) in third envelope
- The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (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 each bid should also be marked as "Original" OR "Copy" as the case may be.
- 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.
- 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 declared "Late".
- 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 Bid.
- g. The original proposal/bid 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 initiated by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initiated and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by 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 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.

#### **4.3.5.5 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. In case of e-Procurement, a copy of the same should be uploaded under the relevant section/folder on the eProcurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

#### **4.3.6 Preparation and Submission of Proposal**

##### **4.3.6.1 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 case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 4.3.6.2 Language

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

#### 4.3.6.3 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 Purchaser at the address specified below:

<b>Addressed To</b>	<Name of Person/Designation to be addressed to>
<b>Name</b>	Purchaser
<b>Address</b>	<Address>
<b>Telephone</b>	<Telephone No.>
<b>Fax Nos.</b>	<Fax No.>
<b>Email ids</b>	<email id>
<b>Last Date &amp; Time of Submission</b>	<Date> before <Time>

#### 4.3.6.4 Late Bids

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

- Bids submitted after the due date will not be accepted by the eProcurement 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.
- e. 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.

#### 4.3.7 Evaluation process

- a. Purchaser will constitute a Purchase Committee to evaluate the responses of the Bidders
- b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 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 evaluation with the Committee.
- d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- e. The Purchase Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

##### 4.3.7.1 Tender Opening

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

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

#### 4.3.7.2 Tender Validity

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

#### 4.3.7.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the RFP
  - With lesser validity period
- 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.

### 4.4 Criteria for Evaluation

#### 4.4.1 Pre-Qualification (PQ) / Eligibility Criteria

[Please refer Section 2.5 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for information regarding this section before finalization of the criteria]

S. No.	Basic Requirement	Specific Requirements	Documents Required
--------	-------------------	-----------------------	--------------------

1	Sales Turnover in Hardware Sales & Maintenance services	<p>Annual Turnover during each of the last three financial years (as per the last published Balance sheets), should have a minimum of Rs. &lt;value&gt; that is <b>generated from Hardware supply</b> and their associated maintenance services, packaged software etc.</p> <p><i>[Refer: Section 2.5.2 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for guidance on the PQ requirements of &lt;Nature of Work&gt; Related Turnover ]</i></p>	<p>Extracts from the audited Balance sheet and Profit &amp; Loss; OR</p> <p>Certificate from the statutory auditor</p>
2	Letter of authorization from OEM	1. The Bidder should be an OEM (and/or Original Software Developer for system software, database, etc.) or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Letter of authorization; as per template provided
3	Technical Capability	<p>2. Hardware supplying agency must have <b>successfully undertaken at least the following numbers of systems implementation engagement(s)</b> of value specified herein :</p> <ul style="list-style-type: none"> <li>- One project of similar nature not less than the amount &lt;value equal to 80% of estimated cost&gt;; OR</li> <li>- Two projects of similar nature not less than the amount equal &lt;value equal to 60% of estimated cost&gt;; OR</li> <li>- Three projects of similar nature not less than</li> </ul>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>the amount equal &lt;value equal to 40% of estimated cost&gt;</p> <p>&lt;Provide the definition of “similar nature” of work&gt;</p> <p><i>[Refer: Section 2.5.3 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for guidance on the PQ requirements of experience]</i></p>	<p>Work Order + Phase Completion Certificate from the client</p>

4	Quality Certifications	a) ISO 9001	Copy of certificate
		b) ISO 20000 <i>[Refer: Section 2.5.6 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for guidance on the PQ requirements of certifications]</i>	Copy of certificate
5	Legal Entity	The Bidder should be a Company registered under the Companies Act, 1956 since last 5 years.  Also the company should be registered with the Service Tax Authorities and operating for the last five years.  <i>[Refer: Section 2.5.8 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for guidance on the PQ requirements of Legal Entity]</i>	- Certificates of incorporation  - Registration Certificates
6	Local Service Centres	The Bidder should have presence in <Location> with support centers at both places. The Bidder should have technical manpower with experience to provide service at both locations for support under this contract.	A Self Certified letter by an authorized signatory
7	Integrity Pact	<i>[Refer: Section 1.4.11 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for more information under this section]</i>	Integrity Pact in the prescribed form.
8	Debarment	<i>[Refer: Section 2.5.7 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to debarment]</i>  <i>It may be noted that as per GFR 2017, Rule 151, 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.</i>  3. <i>A procuring entity may debar a bidder or any of its successors, from participating in any procurement</i>	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list Published by Central Public Procurement Portal; or Procuring Ministry / Department

		<p><i>process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity</i></p> <p><i>]</i></p>	
--	--	---	--

*[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]*

#### 4.4.2 Technical Qualification Criteria

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

The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

Response except 'Y' or 'N' is not acceptable. If any Bidder provides response other than Y' or 'N' the same will be treated as Not Available i.e. N.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least **<minimum marks to obtain for technically qualifying>** from the technical evaluation criteria would be considered technically qualified.

#### 4.4.3 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. The 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]
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected
- f. 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".

*[Please Sections 2.7 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information regarding this section]*

#### **4.4.3.1 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. URL [www.MeitY.gov.in/esdm](http://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**

11. Desktop PCs
12. Dot Matrix Printers
13. Tablet PCs
14. Laptop PCs
15. Contact Smart Cards
16. Contactless Smart Cards

17. LED Products
18. Biometric Access Control/Authentication Devices
19. Biometric Finger Print Sensors
20. Biometric Iris Sensors

##### **By DoT**

- |    |  |    |  |
|----|--|----|--|
| 24 | Encryption/UTM platforms (TDM and IP)  | 37 | LTE based broadband wireless access systems (eNodeB, EPC, etc.)          |
| 25 | Core/ Edge/ Enterprise routers   | 38 | (Access Point, Aggregation Block, Core Block, etc.)                      |
| 26 | Managed Leased line Network equipment  | 39 | Microwave Radio systems (IP/Hybrid)                                      |
| 27 | Ethernet Switches (L2 and L3), Hubs, etc.  | 40 | Software Defined Radio, Cognitive Radio systems                          |
| 28 | IP based Soft Switches, Media gateways   | 41 | Repeaters (RF/RF- over- optical), IBS, and Distributed Antenna system    |
| 29 | Wireless/ Wireline PABXs   | 42 | Satellite based systems - Hubs, VSAT etc.                                |
| 30 | CPE (Including WiFi Access points and Routers, Media Converters), 2G/3G Modems, Leased - line Modems, etc. | 43 | Copper access systems (DSL/DSLAM)  |
| 31 | Set - Top Boxes  | 44 | Network Management systems   |
| 32 | SDH/ Carrier- Ethernet/ Packet Optical Transport equipment   | 45 | Security and Surveillance communication systems(video and sensors based) |
| 33 | DWDM/CWDM systems  | 46 | Optical Fibre Cable  |
| 34 | GPON equipment   |    |  |
| 35 | Digital Cross- Connects/MUXs   |    |  |
| 36 | Small size 2G/ 3G GSM based Base Station Systems   |    |  |
- 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 Appendix IV, 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.

## 4.5 Appointment of Hardware Supplier

### 4.5.1 Award Criteria

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.

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

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.

#### **4.5.3 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. In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible bidder (i.e. domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value. Only those domestic manufacturers whose bids are within 20% of the L1 bid would be allowed an opportunity to match L1 bid.

Upon the successful Bidder's furnishing of Performance Bank Guarantee, Purchaser will notify each unsuccessful Bidder and return their EMD.

#### **4.5.4 Performance Guarantee**

The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee, within <15> days from the Notification of award, for a value equivalent to <10%> of the total contract cost. The Performance Guarantee should be valid for a period of <months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim

period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### 4.5.5 Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

*[It may be noted that the contract for hardware sales and services is a relatively simpler contract agreement which refers to all the terms and conditions of this RFP and corrigendum]*

#### 4.5.6 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.

#### 4.6 Fraud and Corrupt Practices

- a. The 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 Hardware Supplier shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <period, suggested 2 (two)> years from the date such Bidder or Hardware Supplier, 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:
  - a. “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 there from, 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;
  - b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - c. “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;
  - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of