canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
e. “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.

4.7 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 Hardware supplying 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 hardware supplier should not take up work of Project Management Consultancy, as it is a perceptible conflict of interest]

4.8 Terms and Conditions: Post Award of Contract

4.8.1 Termination Clause

4.8.1.1 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:-

i. The selected Bidder commits a breach of any of the terms and conditions of the bid.

ii. The Bidder goes into liquidation, voluntarily or otherwise.

iii. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

iv. 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.

v. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.

vi. 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.

vii. 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.

viii. 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.

### 4.8.1.2 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, securities furnished, enforce the Deed of Indemnity 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.

### 4.8.2 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. For e.g. If Server is delivered but delivery of power cord, to be supplied along with Server, is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.

b. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week’s delay in commissioning to a maximum of 10% of the value of the order value.
c. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

d. 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.

4.8.3 Acceptance Tests

The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware Cloud (IaaS/PaaS/SaaS), software, communication equipment etc.

4.8.4 Audit by Third Party

Purchaser at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Purchaser.

4.8.5 Penalty

a. The Bidder shall perform its obligations under the Agreement entered into with the Purchaser, in a professional manner.

b. In the event of failure of maintaining performance metrics specified in the SLA, penalties as defined in the SLA would be levied per payment milestone period subject to a maximum of 10% of the payment for that period.

c. If the SLA penalty is over and above the LD capping then the cumulative capping for LD & SLA Penalty shall not exceed 10% of the TCV. The maximum value of the Liquidated Damages/penalty being not more than 10% of the value of QGR Payment of respective Quarter.

d. Purchaser may recover such amount of penalty from the associated payments of the same project being released to the implementing agency.

4.8.6 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:

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

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

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

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

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

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

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

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

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

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

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.

4.8.7 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 than on expiry of seven days from the date of posting.

4.8.8 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, notifies 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.

4.8.9 Failure to agree with 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.

4.9 Details on Scope of Work

4.9.1 Scope of Work
While Purchaser recognizes that utilization of proprietary methods or protocols sometimes provides competitive advantage, Purchaser will give preference to those vendors whose products support open source or also support recognized industry standard methods and protocols.

Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Purchaser require a managed environment and a guaranteed minimum product lifecycle of 10 months or longer:

- Products that cannot meet the 10-month minimum lifecycle replacement must be clearly noted in the published product description
- Optional components which are add-on items at the time of purchase (e.g., additional hard drives) are exempt from the 10-month minimum lifecycle requirement
- Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, Purchaser must be notified in writing, before the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

2. Specifications

Purchaser desires a full complement of computer hardware. However, understanding that all vendors do not provide all types of hardware, we acknowledge that to respond, vendors must be able to provide <some or all of, desktops, servers, laptops, notebooks, or thin clients> at the very least in the following broad categories: <Add Categories>

[Please refer Appendix 3.1 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for typical Specifications which can be used for the hardware procurement. It may be noted that the specifications should not indicate towards a particular brand]

[Maintenance - GFR Rule 169: Depending on the cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contract(s) of suitable period either with the supplier of the goods or with any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are especially needed for sophisticated and costly equipment and machinery. It may, however, be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended]
periods as the contract terms may provide and the paid maintenance should commence only thereafter.]

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

4.9.2 Deliverables & Timelines

The Bidder should deliver the hardware and Software within 30 days from the date of purchase Order. The software should be delivered along with the delivery of hardware. The commissioning of the project as per the scope of work shall be completed within 30 working days from the date of delivery of the hardware.

4.9.3 Right to alter Quantities

The hardware and software quantity mentioned in the scope of work of this RFP are only indicative. The exact number of software licenses required could only be finalized based on the server processor quoted by the Bidder. Purchaser shall accordingly order the required number of licenses at the time of placement of Purchase Order.

The Purchaser reserves the right to alter the number of hardware equipment 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 hardware equipment at the agreed priced during the contract period with the same terms and conditions.

4.10 Payment Procedure and Terms

4.10.1 Paying Authority
The payments as per the Payment Schedule covered herein above shall be paid by this Office. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned sites where the purchased equipment have been delivered. Also the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

### 4.10.2 Payment Schedules

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

[[Payment milestone should be finalized in such a manner in which the Purchaser is able to garner enough bidders as well as protect the interest of the Government.]

**Template for filling up Phase wise Payment Schedules**

No advance payment will be made. [However, if advance is paid, Rule 172 of GFR should be strictly complied]

Sample milestone is provided below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Milestone</th>
<th>Billable Fee (as % of Contract Value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>First</td>
<td>80% of the cost of Hardware and software (System/COTS) except Annual Technical Support (ATS) on acceptance of delivery by the purchaser.</td>
</tr>
<tr>
<td>2.</td>
<td>Second</td>
<td>10% of the cost of Hardware and software (System/COTS) except ATS after successful installation as per the scope of work.</td>
</tr>
<tr>
<td>3.</td>
<td>Third</td>
<td>Balance 10% of the cost of Hardware and software (System/COTS) on commissioning</td>
</tr>
</tbody>
</table>

**Commissioning is defined as Successful Configuration, Successful Customisation and Successful Testing of the respective sub-system/package.**

**Payment of Annual Technical Support (ATS)**

ATS Payment along with applicable taxes for <software> for the first year will be made on submission of invoices after delivery of Software licenses. ATS Payment along with applicable taxes for < software> from second year onwards will be made against submission of invoice, one month prior to expiry of previous year of support. Vendor should ensure that there is no reinstatement of software license. 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:

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

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Manufacturers'/Producers' Authorization Form

Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

Form 5: Integrity Pact

**Forms to be used in Technical Proposal**

Form 5: Compliance Sheet for Technical Proposal

Form 6: Letter of Proposal
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)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Documents Required</th>
<th>Provided</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Document Fee</td>
<td>Demand Draft</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Power of Attorney</td>
<td>Copy of Power of Attorney in the name of the Authorized signatory</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Particulars of the Bidders</td>
<td>As per Form 2</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit</td>
<td>Demand Draft / Bank Guarantee (Form 4)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Sales Turnover in Hardware &amp; Maintenance services</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Letter of authorization</td>
<td>Letter of authorization; as per template provided (Form 3)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Technical Capability</td>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Local Service Centres</td>
<td>A Self Certified letter by an authorized signatory</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Quality Certifications</td>
<td>[As relevant]</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Legal Entity</td>
<td>Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate</td>
<td>Yes / No</td>
<td>-</td>
</tr>
</tbody>
</table>
### Form 2: Particulars of the Bidders

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Information Sought</th>
<th>Details to be Furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Name and address of the bidding Company</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Incorporation status of the firm (public limited / private limited, etc.)</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>ROC Reference No.</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Details of company registration</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Details of registration with appropriate authorities for service tax</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Name, Address, email, Phone nos. and Mobile Number of Contact Person</td>
<td></td>
</tr>
</tbody>
</table>
Form 3: Manufacturers'/Producers' Authorization Form

No. Date:
To:

OEM 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.

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 Bidder:

c. 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
d. 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 Purchaser to procure needed requirements; and
   ii. Following such termination, furnishing at no cost to the Purchaser, the design documents, operations manuals, standards 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 duly authorized to bind the OEM, by way of a board resolution or power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

Date> 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 offic e 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:

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 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:

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 5: 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)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Requirement</th>
<th>Proposed Hardware</th>
<th>Version &amp; Year of Release &amp; EOL expected</th>
<th>O&amp;M Support (Warranty / ATS/: as required as per RFP)</th>
<th>OE M</th>
<th>Features mandated in RFP [to be filled by Purchaser]</th>
<th>Compliance to Features &amp; Functionalities of the Model proposed (put “Y” or “N” only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[To be filled by Purchaser]</td>
<td>&lt;&lt;Provide the Product Name or fill Custom Built, in case of a new development &gt;&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form 6: Letter of Proposal

To:

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Subject: Submission of the Technical bid for <Hardware supply & related services>

Dear Sir/Madam,

We, the undersigned, offer to provide < Hardware supply & related services > to the Purchaser on 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: ...............
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

To:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
>Email id

Subject: Submission of the financial bid for < Hardware supply & related services >

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for << Hardware supply & related 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, 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

#### Table 1: Hardware

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Quantity (a)</th>
<th>Per Unit Cost (b)</th>
<th>Manufacturer/Supplier</th>
<th>Country of Origin</th>
<th>Domestic Value Addition in %</th>
<th>%age import component</th>
<th>Taxes per unit (c)</th>
<th>Total (a x (b+c))</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost for Hardware (Amount quoted in Figures) with 5 year warranty**

**Total Cost for Hardware (Amount quoted in words) with 5 year warranty**

#### Table 2: Software

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Quantity (a)</th>
<th>Cost per license (b)</th>
<th>Taxes per unit</th>
<th>Total (a x (b+c))</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Total Cost for Software (Amount quoted in Figures)**

**Total Cost for Software (Amount quoted in words)**

**Cost of <Software> license <should OR should Not> include any support/upgrade Charges and/or renewal charges for <period>**

#### Table 3: Annual Technical Support on Licensed Software

Software: <Provide the name of the software>

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Quantity (a)</th>
<th>Annual Technical</th>
<th>Taxes</th>
<th>Total (   )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>Support Charges (b)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>--------------------------</td>
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<tr>
<td>ATS for 1st year</td>
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<tr>
<td>ATS for 2nd year</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>ATS for 3rd year</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ATS for 4th year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Add more tables, if required]
Appendix III: Templates

Performance Bank Guarantee

<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 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 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>>

Page 220 of 305
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 unto <<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.
Appendix IV

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:

6 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.

7 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.

8 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.

9 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.

10 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. vii. Sale Price of the product

viii. 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>>
Structure of Template of RFP Document

When do we need an RFP?

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

- Scope of work and deliverables are standard, reasonably well known and/or can be clearly 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.
- If all the above is applicable and estimated value of the assignment is less than Rs. 25 lakhs then the Purchaser can directly release this RFP instead of releasing the EOI and then RFP. This RFP may consist of Technical evaluation criteria and/or Pre-qualification criteria with financial details.

How do you use this RFP?

This model RFP has been prepared for Purchaser / Nodal Officer to engage Systems Implementation Partner/Agency for providing Software Solutions and Services for the conditions 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.

The legal agreement has been provided separately in Annexure I

What are the typical contents of a RFP?

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document Structure</th>
<th>Desirability</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fact Sheet</td>
<td>Mandatory</td>
<td>Refer Section 5.1</td>
</tr>
<tr>
<td>2.</td>
<td>Background Information</td>
<td>Mandatory</td>
<td>Refer Section 5.4</td>
</tr>
<tr>
<td>3.</td>
<td>Instruction to Bidder</td>
<td>Mandatory</td>
<td>Refer Sections 5.5</td>
</tr>
<tr>
<td>4.</td>
<td>Pre- Qualification</td>
<td>Mandatory</td>
<td>Refer Section 5.6.1</td>
</tr>
<tr>
<td>5.</td>
<td>Criteria for Technical Evaluation</td>
<td>Mandatory</td>
<td>Refer Section 5.6.2</td>
</tr>
<tr>
<td>6.</td>
<td>Scope of Work</td>
<td>Mandatory</td>
<td>Refer Section 5.8</td>
</tr>
<tr>
<td>7.</td>
<td>Deliverables &amp; Timelines</td>
<td>Mandatory</td>
<td>Refer Section 5.10</td>
</tr>
<tr>
<td>8.</td>
<td>Payment Schedule</td>
<td>Mandatory</td>
<td>Refer Section 5.14</td>
</tr>
<tr>
<td></td>
<td>Service Level Agreements (SLAs)</td>
<td>Mandatory</td>
<td>Refer Section 5.11</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------</td>
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</tr>
<tr>
<td><strong>9.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td>Checklist for Submission</td>
<td>Mandatory</td>
<td>Appendix I, Form 1 &amp; 4</td>
</tr>
<tr>
<td><strong>11.</strong></td>
<td>Commercial Bid Format</td>
<td>Mandatory</td>
<td>Appendix II</td>
</tr>
</tbody>
</table>
<Name of the proposed e-Governance Project>

<File reference No.>

5.0

[Template Document for Request for Proposal for Software Solution Provider]

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

5  Model RFP Document for Software Application Development & Maintenance

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

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

The Bidders should be provided with this **Fact Sheet** comprising of important factual data on the tender.

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;Section 5.6.4&gt;</td>
<td>The method of selection is: [Type text]</td>
</tr>
<tr>
<td></td>
<td>[Refer: Section 2.6.1.1 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for Method of Selection]</td>
</tr>
<tr>
<td></td>
<td>Shortlisted firm/entity may associate with other shortlisted firm [relevant only in the case where EOI process has been completed previously]: Yes ___ No ___</td>
</tr>
<tr>
<td></td>
<td>[Optional: The Financial Proposal shall not exceed the available budget of: &lt;insert the available budget&gt;]</td>
</tr>
<tr>
<td>&lt;Section 5.5.4.2&gt;</td>
<td>RFP can be Collected from the following address on or before &lt;Indicate date, time&gt;:</td>
</tr>
<tr>
<td></td>
<td>&lt;Name&gt;</td>
</tr>
<tr>
<td></td>
<td>&lt;Designation&gt;</td>
</tr>
<tr>
<td></td>
<td>&lt;Address&gt;</td>
</tr>
<tr>
<td></td>
<td>&lt;Phone Nos.&gt;</td>
</tr>
<tr>
<td></td>
<td>&lt;Fax Nos.&gt;</td>
</tr>
<tr>
<td></td>
<td>&lt;Email id&gt;</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td>&lt;Section 5.5.4.3&gt;</td>
<td>EMD in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS)</td>
</tr>
<tr>
<td>&lt;Section 5.8&gt;</td>
<td>Procurement is linked to &lt;Deliverables&gt;</td>
</tr>
<tr>
<td>&lt;Section 5.8&gt;</td>
<td>The assignment is phased: Yes _______ No_______ [If yes, indicate the phasing]</td>
</tr>
</tbody>
</table>

**OR**

Downloaded from <website address and www.Mahatenders.gov.in>. 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.
A pre-Bid meeting will be held on [Indicate date, time, and venue] The name, address, and telephone numbers of the Nodal Officer is:
- [Name]
- [Designation]
- [Address]
- [Phone Nos.]
- [Fax Nos.]
- [email id]
All the queries should be received on or before [indicate date, time], either through post, fax or email.

The Purchaser/Government Department envisages any downstream work:
Yes __ No ___

[If yes, outline in the Terms of Reference the scope, nature, and timing of future work]

[Also indicate, whether the downstream work would constitute “Conflict of interest”. Refer: Section 2.5.10 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for details on “Conflict of Interest”]

Proposals should be submitted in the following language(s): [Insert language]

Taxes: [As applicable]

Proposals must remain valid [days] [Normally between 60 and 90 days] after the submission date, i.e., until: [insert the date]

Bidders must upload and submit on the eProcurement portal [URL] all the items (documents), as per the folder structure specified on the eProcurement portal. An indicative list of such items includes:
- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal [Financial proposal
- Additional certifications/documents, etc.

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each of the above documents must be uploaded in the format specified for this purpose.</td>
<td></td>
</tr>
</tbody>
</table>
Proposals submitted after <insert the date and time> will not be accepted by the eProcurement portal.

5.2 Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified <Software Application Developers / Implementers> as detailed out in the Scope of Work under Section 5.8 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 5.6.1 of this RFP Document.

5.3 Structure of the RFP

This Request for Proposal (RFP) document for the project of <Name of the Project> for <Purchaser/Government department> comprise of the following.

i. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
   a. General instructions for bidding process
   b. Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation to facilitate Purchaser in determining Bidder’s suitability as the implementation partner
   c. Payment schedule
   d. Commercial bid and other formats

ii. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
   a. About the project and its objectives
   b. Scope of work
   c. Functional and Technical requirements
   d. Project Schedule
   e. Service levels for the implementation partner

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder’s suitability to become the Software developer & Implementation partner of Purchaser.
iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA). (provided separately in Annexure I)

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

5.4 Background Information

[Refer: Section 2.5.3 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information]

5.4.1 Basic Information

a) Purchaser invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Systems Implementation Agencies/Partners (“Bidders”) for the provision of Governance System Implementation Services as described in Section 2.8 of this RFP, “Scope of Work” (“the Software Solution and Services”).

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

c) The Purchaser reserves the right to extend the Term for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions, subject to the <Purchaser’s> obligations at law.

d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

5.4.2 Project Background

[The “Project Background” should give project details around

- Need for the solution, product(s) and services
- Solution components with functional overview of each component
- Expected outcome of the implemented solution]
5.4.3 Key Information

[The Introduction section should lay down:

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

5.4.4 About the Department

[The “About” section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the procured solution. The section should explain facts and figures about the Government entity in terms of its

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

5.5 Instructions to the Bidders

5.5.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5.5.2 Compliant Proposals / Completeness of Response

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

b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

5.5.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

g. 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;

h. Disclosure of conflict of interest.

i. 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.

5.5.4 Pre-Bid Meeting & Clarifications

5.5.4.1 Pre-bid Conference

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

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach 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 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.

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

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

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

c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address>, GeM and 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 clarification offered at the Pre-Bid conference should also be recorded [preferably video recording] and kept for record purposes. 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.]
5.5.5 Key Requirements of the Bid

5.5.5.1 Right to Terminate the Process

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

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

5.5.5.2 RFP Document Fees

a. The RFP documents have been made available to be downloaded without any fee from the website <Website address> and www.Mahatenders.gov.in.

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

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]

5.5.5.3 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.

5.5.5.4 Inclusion of MSMEs in Project Delivery

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

This encouragement is in form of a extra marks provided in the Evaluation Criteria. This is in addition to the tax exemptions/benefits (if any) for Sub-contracting or Outsourcing to the MSMEs.

[This is a successful good practice in many developed nations where they put a minimum limit for outsourcing work to MSME up to 10+% (generally 20%) of the estimated value of the project for the MSME. This has been done successfully to encourage the MSME sector. Refer: Section 2.4.4.5 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for Guidance on inclusion of this clause]

5.5.5.5 Submission of Proposals

[GFR, 2017 (Rule 160) E-Procurement:
   (i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.
   (ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution]
developed by NIC (GePNIC). Other Ministries/Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.

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

(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
   • 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

b. 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.

c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.

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

e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is 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.
5.5.5.6 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.

5.5.6 Preparation and Submission of Proposal

5.5.6.1 Proposal Preparation Costs

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

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

5.5.6.2 Language

The Proposal should be filled by the Bidder 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 Proposal, the English translation shall govern.

5.5.6.3 Venue & Deadline for Submission of Proposals

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

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

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

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

<table>
<thead>
<tr>
<th>Addressed To</th>
<th>&lt;Name of Person/Designation to be addressed to&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Purchaser</td>
</tr>
<tr>
<td>Address</td>
<td>&lt;Address&gt;</td>
</tr>
<tr>
<td>Telephone</td>
<td>&lt;Telephone No.&gt;</td>
</tr>
<tr>
<td>Fax Nos.</td>
<td>&lt;Fax No.&gt;</td>
</tr>
<tr>
<td>Email ids</td>
<td>&lt;email id&gt;</td>
</tr>
<tr>
<td>Last date &amp; time of submission</td>
<td>&lt;Date&gt; before &lt;Time&gt;</td>
</tr>
</tbody>
</table>

5.5.6.4 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.

5.5.7 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Form 12.
The Purchase Committee would evaluate and classify them as “material deviation” or “non-material deviation”. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as nonresponsive.

The Bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage, the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

In case of non-material deviations, the deviations would form a part of the proposal & contract.

5.5.8 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 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 criterions and requirements specified in this RFP.

5.5.8.1 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.
5.5.8.2 Tender Validity

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

5.5.8.3 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.

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

### 5.6.1 Pre-Qualification (PQ) Criteria

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sales Turnover in Software Development</td>
<td>Annual Sales Turnover generated from services related to System Integration during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. &lt;value&gt;. This turnover should be on account of Software Development, Implementation and maintenance (i.e. revenue should be on account of Software system integration, application development and implementation or associated maintenance or implementation services, COTS/packaged software, maintenance etc.) only.</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>No.</td>
<td>Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td>-----</td>
<td>---------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
</tbody>
</table>
| 2   | Technical Capability | Systems Implementation agency must have successfully completed at least the following numbers of Software Systems Development and Implementation engagement(s) of value specified herein:  
- **One project** of similar nature not less than the amount <value equal to 80% of estimated cost>; OR  
- **Two projects** of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR  
- **Three projects** of similar nature not less than the amount equal <value equal to 40% of estimated cost>  
<Provide the definition of “similar nature” to bring in the relevance factor required for this project>  
[Refer: Section 2.5.3 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for PQ criterion related to 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 |
| 3   | Certifications  | [Refer: Section 2.5.6 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for PQ criterion related to Certifications] | Copy of certificate                                      |
| 5   | Basic Requirement | Specific Requirements                                                                 | Documents Required                                      |
| 4   | Consortia      | [Refer: Section 2.5.9 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for PQ criterion related to Consortia] | -                                                       |
| 5 | Debarment | [Refer: Section 2.5.7 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to debarment](#) | 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 |

Debarment

It may be noted that as per GFR 2017, Rule 151, DGS&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.

A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

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Optional

| 6 | Legal Entity | Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008
Registered with the Service Tax Authorities
Should have been operating for the last three years. | - Certificates of incorporation
- Registration Certificates |

Legal Entity

[Refer: Section 2.5.8 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to Legal entity](#) |

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| 7 | Manpower Strength | [Refer: Section 2.5.5 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to Manpower Strength](#) | Self-Certification by the authorized signatory with clear declaration of staff – year wise, level/designation wise. |

Manpower Strength

[Refer: Section 2.5.5 of “Guidance Notes : Model RFP Templates for Implementation Agencies” for PQ criterion related to Manpower Strength](#) |
[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]

5.6.2 Technical Evaluation 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.

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

In case the Purchaser/Government department seeks to introduce new evaluation criterion or reallocate the marks, the Purchaser/Government department should assure itself that the change does not lead to restriction in the competition.

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

5.6.3 Scoring Model

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

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

Under this category, the RFP is for projects where there is high level of clarity on the technology and the solutions. These would be typical implementation of COTS/ERP projects OR any State MMPs which has already been implemented in 3-4 States. In such projects, the risk of technology feasibility is less.

These RFPs should provide clarity on the solution to be deployed and provide a Bill of Material, to minimize the ambiguity for the Bidders. Further the Evaluation should give a higher weightage to the previous experience in similar projects and may also reach out to the clients of the bidding agencies to evaluate the customer satisfaction. Typically these should be on L1 basis.

**CATEGORY TWO**

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

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

**TECHNICAL EVALUATION**

[These criterion has been developed for a tender for which the scope of work involves software development, implementation, integration & application support.

The X1, X2 and X3 values in the table below has to be filled in such a manner that a) it is above the value provided in the eligibility criterion b) it allows at least 8 agencies to score minimum marks for the criterion]
<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for Evaluation</th>
<th>Max Marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>COMPANY PROFILE</strong></td>
<td>Greater than or equal to &lt;X1&gt;: 10 marks</td>
<td>5</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td></td>
<td>1. Average turnover from Software System Integration, Development and/or Implementation Services Work in last 3 years (Turnover in Rs Crores)</td>
<td>Between X2 and X1: 8 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Between X3 and X2 : 6 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than X3: 0 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[X1&gt;X2&gt;X3 and are average Revenue Turnover for last 3 financial years]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>RELEVANT STRENGTHS</strong></td>
<td></td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Experience in Bespoke Software Application,</td>
<td>When the No. is:</td>
<td>10</td>
<td>Completion Certificates from</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. No</td>
<td>Criteria</td>
<td>Basis for Evaluation</td>
<td>Max Marks</td>
<td>Supporting</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Development, &lt;and/or COTS&gt; Implementation in India to be demonstrated in a</td>
<td>equal to or more than 5 projects: 20 marks</td>
<td></td>
<td>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client</td>
</tr>
<tr>
<td></td>
<td>maximum of &lt;5 Nos.&gt; engagements of value more than Rs. &lt;50% of the estimated</td>
<td>equal to 4 projects: 16 marks equal to 3 projects: 12 marks equal to 2 projects: 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>value of the software and its services being procured under this project&gt;. The work order should have been issued within the last 5 years, as on &lt;date&gt;.</td>
<td>marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The projects should have been either completed or an ongoing project where deliverable(s) or milestone(s) has/have been successfully met.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Weightages (W)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project is completed and letter of satisfaction available:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>100% weightage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% weightage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is between 12-18 months old and letter of</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score]
| Experience of Bespoke Software Application, Development, <and/or> COTS implementation in similar Government department / domain globally, to be demonstrated in a maximum of <Nos.> engagements of value more than <50% of the | When No. is: equal to or more than 5 projects: 20 marks equal to 4 projects: 16 marks equal to 3 projects: 12 marks | 10 Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR |

satisfaction available: 50% weightage

In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25% weightage
<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for Evaluation</th>
<th>Max Marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>estimated value(^6) of the Software being procured under this project that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on &lt;date&gt;.</td>
<td>equal to 2 projects: 8 marks</td>
<td></td>
<td>Work Order + Phase Completion Certificate (for ongoing projects) from the client</td>
</tr>
<tr>
<td></td>
<td><strong>Weightages (W)</strong></td>
<td>Less than 2 projects: 0 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project completed and letter of satisfaction available: 100%</td>
<td>The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 0%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^6\) Provide a basis for the exchange rate for converting the foreign currency to Indian currency
| Experience in Software Support and Maintenance Services in India to be demonstrated in a maximum of <Nos.> engagements of value more than <50% of the estimated value of the Software application maintenance and support services> that have either been completed or an ongoing project where |
|---|---|---|
| When No. is: | 10 | Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + |
| equal to or more than 5 projects : 20 marks | | |
| equal to 4 projects : 16 marks | | |
| equal to 3 projects : 12 marks equal to 2 projects : 8 marks | | |
| Less than 2 projects : 0 | | |

---

Provide clarity on whether support should be onsite or remote.
<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for Evaluation</th>
<th>Max Marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>deliverable or milestone has been successfully met relevant to the experience.</td>
<td>Phase Completion Certificate (for ongoing projects) from the client</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The work order should have been issued within the last 5 years, as on <date>.

Weightages (W)

<table>
<thead>
<tr>
<th>In case project completed and letter of satisfaction available:</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available:</td>
<td>80%</td>
</tr>
<tr>
<td>In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available:</td>
<td>50%</td>
</tr>
<tr>
<td>In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available:</td>
<td>25%</td>
</tr>
</tbody>
</table>

marks

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

<table>
<thead>
<tr>
<th>SOLUTION PROPOSED, APPROACH &amp; METHODOLOGY</th>
<th>60</th>
</tr>
</thead>
</table>
| 5. | **Solution development methodology proposed for the demonstration of understanding of Software development and implementation, which would be required to deliver the service required by the Government department**  
[The approach should reflect the conceptual implementation framework proposed by the Vendor] | **Qualitative assessment based on Demonstration of understanding of the Department’s requirements through providing:**  
- Solution proposed and its components,  
- Technologies used  
- Scale of implementation,  
- Learning on Issues  
- Challenges likely to be encountered  
- Mitigation proposed  
- Client references | 10 | A note |
<p>| 6. | <strong>System Functionality</strong> | <strong>Meeting the requirements of the Government department in terms of how close the proposal is to the functional requirements for the solution as have been proposed for the Government department</strong> (In case it is COTS, it should be measured) | 40 | <strong>Compliance Note</strong> |</p>
<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for Evaluation</th>
<th>Max Marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>by degree of customization required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Approach a Methodology and perform this assignment</td>
<td>baseditative assessment</td>
<td>5</td>
<td>A note</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Understanding of the objectives of the assignment:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- The extent to which the approach and work plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- respond to the objectives indicated in the Statement/Scope of</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Work Software development methodology proposed (ie. Waterfall model, Spiral</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Complete and responsive: The extent to which the proposal responds</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- exhaustively to all the requirements of all the Terms of Reference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Project work structure break down</td>
<td>Qualitative assessment based on timelines, resource assignment,</td>
<td>2</td>
<td>A note</td>
</tr>
<tr>
<td></td>
<td></td>
<td>dependencies and milestones</td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Training</td>
<td>Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RESOURCE PROFILE**

| 10. | Resume of all key technical resources proposed for the assignment | Qualitative assessment |
|     |   | 5 |

**INCLUSION OF MSME**

| 11. | Bidder’s inclusion of MSMEs in project delivery through allotment of at least <10%> of contract value to the project | As per requirement. |
|     |   | As per requirement. [2 to 5 marks to be allotted] |
|     | Letter of evidence and commitment that MSME will be contracted for the required value of work. |

**TOOLS & ASSETS**

| 12. | 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] | As per requirement. |
|     |   | As per requirement |
|     | A note and relevant supporting |

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

5.6.4 Commercial Bid Evaluation

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

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

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

Financial Score of a Bidder (Fn) = \{\frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \times 100\} \% (Adjusted to two decimal places)

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

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price will include all taxes and levies and shall be in Indian Rupees.

f. Any conditional bid would be rejected

g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

[Refer: Section 2.7.1.4 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for information on this topic]
5.6.5 Combined and Final Evaluation

Combined and Final evaluation is relevant for QCBS bids only.

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

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

\[ B_n = 0.70 \times T_n + 0.30 \times F_n \]

[In case of 70% weightage to the technical score]
Where:
- \( B_n \) = overall score of Bidder
- \( T_n \) = Technical score of the Bidder (out of maximum of 100 marks)
- \( F_n \) = Normalized financial score of the Bidder

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

5.7 Appointment of Software Implementation Agency/Partner

5.7.1 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.

5.7.2 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.

5.7.3 Notification of Award
Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. 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.

5.7.4 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.

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

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

5.7.5 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 cost of ownership. 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.

5.7.6 Signing of Contract

After the Purchaser notifies the successful Bidder that its proposal has been accepted, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the
proposals of the Bidder between Purchaser and the successful Bidder. The Draft Legal Agreement is provided as a separate document as a template.

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

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

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

5.8 Scope of Work

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

<Insert scope of work>

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

Scope of work directly affects:

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

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

5.8.1 Application Architecture:

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

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

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

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

I. Front-end software (client tier) - responsible for the presentation of information, and provides user interface.
II. Business Process / Service Layer – In the long SSDG may be used, as an Integrated Framework for delivery of Services
III. Application Layer – The Business logic for all the application as per the FRS document
IV. Database Layer - responsible for the manipulation and storage of data.

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

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

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

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

**5.8.7 Compliance with Industry Standards:**

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

- h) Portal development W3C specifications
- i) Information access/transfer protocols SOAP, HTTP/HTTPS
- j) Photograph JPEG (minimum resolution of 640 x 480 pixels)
- k) Scanned documents TIFF (Resolution of 600 X 600 dpi)
- l) Biometric framework Bio API 2.0 (ISO/IEC 19784-1:2005)
- m) Latest HTML standards

**5.8.8 Specification**

- h) Finger print scanning IAFIS specifications
- i) Digital signature RSA standards
- j) Document encryption PKCS specifications IV. Information Security to be ISO 27001 compliant
- k) Operational integrity & security management to be ISO 17799 compliant
- l) IT Infrastructure management ITIL/EITM specifications VII. Service Management ISO 20000 specifications
- m) Project Documentation IEEE/ISO specifications for documentation
- n) While developing an application in response to this RFP, the SI shall adhere to all applicable standards published by:
  1. Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest
version of the standards may be found at https://egovstandards.gov.in

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

3. Guidelines for Indian Government Websites (GIGW), available at:

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

5. “Policy on Adoption of Open Source Software for Government of India” available at URL
   http://www.egazette.nic.in/WriteReadData/2015/163746.pdf

   available at:
   http://www.egazette.nic.in/WriteReadData/2015/164611.pdf

7. “Policy on Adoption of Open Source Software for Government of India”, available at URL:
   http://www.egazette.nic.in/WriteReadData/2015/163746.pdf

5.9 Key Personnel

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

It was observed by various stakeholder that resources proposed by the Bidders are rarely deployed during the project implementation. One of the reasons was that it is impractical that the Bidder would keep the resources on the bench in case there is a delay in the RFP Process. Hence as a solution, the following is being proposed:

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

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

3. In case the RFP process is delayed beyond one month as per original timelines, then
a. The Senior Level Key resources would be still be made available by the successful Bidder for the project. These senior level key personnel shall be present in all important meetings (generally once a month). Regular absence or change shall be considered as a breach in contract.

b. All junior level Key resources are permitted to change. However the Bidder has to provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document.

5.10 Deliverables & Timelines

[The Deliverables are inherently linked to the Scope of Work defined for the project. Refer: Sections 2.8.12 and 2.11.1 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for finalizing the Deliverables & Timelines]

[However, for illustrative purposes, the Deliverables and Milestones populating format of a typical Software Solution and Services assignment is provided here]

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

5.11 Service Level Agreement
<Insert Service Level Agreement on key services to be provided by the Software vendor>

[The following also need to be clearly addressed when defining SLAs for software application development and implementation:

• **Service Credit (Service penalties)** calculations in accordance with Severity Weights – discussed in Section 2.10.7 of “Guidance Notes: Model RFP Templates for Implementation Agencies” for providing necessary information

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

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

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

5.12 Minimum Qualifications for the Manpower

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

<table>
<thead>
<tr>
<th>Manpower</th>
<th>Minimum Qualifications (Illustrative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>• Minimum Education: MBA &amp; B.Tech / B.E./MCA from a recognized institute</td>
</tr>
<tr>
<td></td>
<td>• Total Experience: At least 10 yrs.</td>
</tr>
<tr>
<td></td>
<td>• Languages known (Read, Write and Speak): Hindi, English, &lt;local language&gt;</td>
</tr>
<tr>
<td></td>
<td>• Should have operating knowledge of Software technologies and development methodologies</td>
</tr>
<tr>
<td></td>
<td>• Prior project management experience of at least 5 years of handling such large projects</td>
</tr>
<tr>
<td></td>
<td>• Excellent writing, communication, time management and multi-tasking Skills</td>
</tr>
<tr>
<td>Programmer</td>
<td>• MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project.</td>
</tr>
<tr>
<td></td>
<td>• At least 3 years of experience of working on proposed ERP / COTS solution.</td>
</tr>
<tr>
<td>Position</td>
<td>Requirements</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| System Analyst                 | • MCA / B.Tech / BE (IT or CS) / GNIIT, BCA with minimum 3 years of experience in support role for an IT project  
• Adequately skilled on the software application platforms proposed for the project  
• Experience of System integration and software deployment  
• Experience in software applications support etc. |
| Database Administrator         | • MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project.  
• Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc. |
| Data Entry Operator            | • Adequate computer skills and knowledge of application modules like DMS etc.  
• Rewrite content and update it  
• Must have good typing speed (at least 6000 key depressions per hour)  
• Should have good knowledge of MS office.  
• At least 4 to 5 months experience in data entry.  
• Should be comfortable in spoken and written English and <local language>  
• Accurately enter data from Hard Copies; maintain productivity and consistency; ensure quality; deliver on deadlines.  
• Candidate must be willing to learn & work under pressure. |
5.13 Acceptance Testing and Certification

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

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

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

As part of Acceptance testing, performed through a third party agency, <Government department/Purchaser> shall review all aspects of project development and implementation covering software development and implementation, including the processes relating to:

- The design of solution architecture, design of other related/required applications, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture
- Inter-operability, scalability, availability, performance with respect to defined requirements, and compliance with all the technical and functional requirements of the RFP and the agreement.

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

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

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

It is to be noted that:
<Government department/Purchaser> may get the solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the Department.

Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

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

**Localisation Compliance Review**
A third party supports shall perform the Localisation Compliance Review to verify the bilingual/multilingual architecture design of the application with input/saved/output data as per localisation guidelines and the latest UNICODE standard (refer Annexure I).

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

- Assessment of authentication mechanism provided in the application/components/modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc.

**Performance**

Performance is another key requirement for the project and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc., Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

**SLA Reporting System**

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

**Project Documentation**

The Agency shall review the project documents developed by the selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc.

Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

**Data Quality**

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

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

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

**Template for filling up Phase wise Payment Schedules**

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

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

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

5.15 Acceptance Criterion

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

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

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

5.17 Dispute Resolution Mechanism

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

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

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

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

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

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

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

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

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

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

### 5.18 Fraud and Corrupt Practices

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

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

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

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

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

iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

<table>
<thead>
<tr>
<th>#</th>
<th>Basic Requirement</th>
<th>Required</th>
<th>Provided</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Document Fee</td>
<td>Demand Draft</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Power of Attorney</td>
<td>Copy of Power of Attorney in the name of the Authorized signatory</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Particulars of the Bidders</td>
<td>As per Form 2</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Earnest Money Deposit</td>
<td>Demand Draft / Bank Guarantee (Form 3)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Information Sought</td>
<td>Details to be Furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------------</td>
<td>------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Sales Turnover in Software Development</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Technical Capability</td>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Certifications</td>
<td>[As relevant]</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Consortia</td>
<td>[As relevant]</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Optional</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Legal Entity</td>
<td>Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Manpower Strength</td>
<td>Self-Certification by the authorized signatory</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Debarment</td>
<td>A self-certified letter</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>

**Form 2: Particulars of the Bidder**

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Compliance</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter for Technical Proposal</td>
<td>As per Form 5</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Average turnover from Software Development and Implementation Services Work in last 3 years (Turnover in Rs Crores)</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor; and Project citation (Form 6)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Experience in Bespoke Software Application, Development, &lt;and/or COTS&gt; Implementation in India (last 5 years)</td>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client; and Project citation (Form 6)</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>
4. Experience of Bespoke Software Application, Development, and/or COTS Implementation in similar department/domain globally (last 5 years)

<table>
<thead>
<tr>
<th>Documents Required</th>
<th>Compliance</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client; and Project citation (Form 6)</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Compliance</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Experience in Software Support and Maintenance Services in India (last 5 years)</td>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client; and Project citation (Form 6)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Solution Proposed, Approach &amp; Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)</td>
<td>A note (Form 7) and Forms 7A, 7B &amp; 7C</td>
<td>Yes / No</td>
<td></td>
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<tr>
<td></td>
<td>The note should highlight understanding of the &lt;Purchaser’s&gt; requirements through providing justifications for:</td>
<td></td>
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<tr>
<td></td>
<td>1) Solution proposed and its components,</td>
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<td></td>
<td>– Scalability</td>
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<td></td>
<td>– Security</td>
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<td></td>
<td>– Ease of implementation</td>
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<td></td>
<td>– User base</td>
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<td></td>
<td>2) Interoperability</td>
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<td>3) Technologies used,</td>
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<td></td>
<td>4) Challenges likely to be encountered</td>
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<td></td>
<td>5) Learning on how to deal with the challenges</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>6) Client references</td>
<td></td>
<td></td>
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</tbody>
</table>

<p>| 7. | System Functionality: Meeting the requirements of &lt;Government department&gt; in terms of how close the proposal is to the functional requirements for the solution as have been proposed for &lt;Government department&gt; (In case it is COTS, it should be measured by degree of customization required) | A note containing the Mapping as per information provided | Yes / No |</p>
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Compliance</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td><strong>Training</strong>: Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description</td>
<td>A note on training containing d) Training model e) Approach f) Deliverables</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Resume of all key technical resources proposed for the assignment</td>
<td>CV &amp; a Note (Form 9, 10 and 11)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Bidder’s inclusion of MSMEs in project delivery through allotment of at least &lt;10%&gt; of contract value to the project</td>
<td>Letter of evidence and commitment that MSME will be contracted the required value of work</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Tools and Assets As per requirement specified in Technical evaluation)</td>
<td>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</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Deviations (if any)</td>
<td>Form 12</td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

**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 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 6: Project Citation Format**

<table>
<thead>
<tr>
<th>Relevant IT project experience (provide no more than 5 projects in the last 5 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Information</strong></td>
</tr>
<tr>
<td>Name of the project</td>
</tr>
</tbody>
</table>
### Client for which the project was executed

### Name and contact details of the client

### Project Details

<table>
<thead>
<tr>
<th>Description of the project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of services</td>
</tr>
<tr>
<td>Service levels being offered/ Quality of service (QOS)</td>
</tr>
<tr>
<td>Technologies used</td>
</tr>
<tr>
<td>Outcomes of the project</td>
</tr>
</tbody>
</table>

### Other Details

<table>
<thead>
<tr>
<th>Total cost of the project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost of the services provided by the respondent</td>
</tr>
<tr>
<td>Duration of the project (no. of months, start date, completion date, current status)</td>
</tr>
</tbody>
</table>

### Other Relevant Information

<table>
<thead>
<tr>
<th>Letter from the client to indicate the successful completion of the projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of Work Order</td>
</tr>
</tbody>
</table>

#### 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:

- **d) Solution Proposed**
- **e) Understanding of the project (how the solution proposed is relevant to the understanding)**
- **f) Technical Approach and Methodology**
### Form 7 A: Compliance to requirements

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Module</th>
<th>Solution Proposed</th>
<th>Requirements</th>
<th>Compliance to Requirement (put “Y” or “N” only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[To be filled by Purchaser]</td>
<td>&lt;&lt;Provide the Product Name or fill Custom Built, in case of a new development&gt;&gt;</td>
<td>[To be filled by Purchaser in detail – refer Guidance]</td>
<td>[To be filled by Purchaser in detail – refer Guidance]</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Form 7 B: Solution Proposed

<table>
<thead>
<tr>
<th>S. No</th>
<th>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</th>
<th>Version &amp; Year of Release</th>
<th>OEM</th>
<th>Features &amp; Functionalities</th>
<th>O&amp;M Support (Warranty/ATS: as required as per RFP)</th>
<th>Reference in the Submitted Proposal (Please provide page number/section number/volume)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>
Form 7 B: Bill of Material (Software)

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item</th>
<th>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</th>
<th>Unit of Measurement</th>
<th>Number of Licenses (Development Environment)</th>
<th>Number of Licenses (UAT)</th>
<th>Number of Licenses (Training)</th>
<th>Number of Licenses (Data Centre Production)</th>
<th>Number of Licenses (DR Site)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Form 8: Proposed Work Plan

<table>
<thead>
<tr>
<th>No</th>
<th>Activity</th>
<th>Calendar Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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**

<table>
<thead>
<tr>
<th>Name of Staff with qualification and experience</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
<th>Time committed for the engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
### Form 10: Curriculum Vitae (CV) of Key Personnel

<table>
<thead>
<tr>
<th>General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the person</td>
</tr>
<tr>
<td>Current Designation / Job Title</td>
</tr>
<tr>
<td>Current job responsibilities</td>
</tr>
<tr>
<td>Proposed Role in the Project</td>
</tr>
<tr>
<td>Proposed Responsibilities in the Project</td>
</tr>
</tbody>
</table>

#### Academic Qualifications:
- Degree
- Academic institution graduated from
- Year of graduation
- Specialization (if any)
- Key achievements and other relevant information (if any)

#### Professional Certifications (if any)

#### Total number of years of experience

#### Number of years with the current company

#### Summary of the Professional / Domain Experience

#### Number of complete life cycle implementations carried out

#### The names of customers (Please provide the relevant names)
<table>
<thead>
<tr>
<th>Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)</th>
</tr>
</thead>
</table>
| Prior Professional Experience covering:  
  - Organizations worked for in the past  
    - Organization name  
      - Duration and dates of entry and exit  
      - Designation Location(s)  
      - Key responsibilities  
  - Prior project experience  
    - Project name  
      - Client  
      - Key project features in brief  
    - Location of the project  
    - Designation  
    - Role  
    - Responsibilities and activities  
    - Duration of the project  
|  

Please provide only relevant projects.  

| Proficient in languages (Against each language listed indicate if speak/read/write) |
### Form 11: Deployment of Personnel

<table>
<thead>
<tr>
<th>No</th>
<th>Name of Staff</th>
<th>Staff input in Months (in the form of a bar chart)²</th>
<th>Total staff manmonths proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
<td>Total</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>N</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

[This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP]

To: 

<Location, Date>

<Name>
<Designation>
<Address>

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.]

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

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
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 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.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Form 2: Financial Proposal

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Total Price</th>
<th>Taxes (wherever applicable)</th>
<th>Total cost (total price + taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Application Customization / Development and database creation cost (A)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Software Support and Maintenance Costs (Quarterly Expenses for 5 years of contract after “Go-Live”) (B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>Support Manpower (C)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Data Digitization cost (D)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td>Training cost (E)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f)</td>
<td>Software Licenses (F)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g)</td>
<td>Others (Please specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost**

**Total cost in figures:**

Form 2A: Details of Financial Bid
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category</th>
<th>Component</th>
<th>No of Components / Units of Service (X)</th>
<th>Rate (per unit) (Y)</th>
<th>Total Cost (X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A: Application Development &amp; Database Creation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Application and Portal Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total A:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B: Operations and Maintenance Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Application Maintenance &amp; Operational Expense including upgradation, deployment of patches, fixes etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<td>4.</td>
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<tr>
<td></td>
<td><strong>Total B:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C: Support Manpower</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1.</td>
<td>Programmer</td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>System Analyst</td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td>Database Administrator</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>Project Manager</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total C:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Appendix III: Template for PBG & CCN

**Form 1: Performance Bank Guarantee**

**PERFORMANCE SECURITY:**

<Name>
<Designation>
<Address>
<Phone Nos.>

---

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category</th>
<th>Component</th>
<th>No of Components / Units of Service (X)</th>
<th>Rate (per unit) (Y)</th>
<th>Total Cost (X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D:</td>
<td>Data Digitization</td>
<td>Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)</td>
<td>&lt;2 persons for 3 months (6) OR Number of filed/records to be entered&gt;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total D:**

<table>
<thead>
<tr>
<th>E:</th>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Cost Per Person for</td>
<td></td>
</tr>
<tr>
<td>1. Basic computer skills</td>
<td>&lt;Nos. resources to be trained&gt;</td>
</tr>
<tr>
<td>2. Advanced training on the Application modules</td>
<td>&lt;Nos. resources to be trained&gt;</td>
</tr>
</tbody>
</table>

**Total E:**

**F: Licenses Costs (for the entire period) |
1.\n2.\n3.\n
**Total F:**

**F: Other (please specify) |
1.\n2.\n3.\n
**Total G:**
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 thereunder 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

<table>
<thead>
<tr>
<th>Change Control Note</th>
<th>CCN Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part A: Initiation</strong></td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Originator:</td>
<td></td>
</tr>
<tr>
<td>Sponsor:</td>
<td></td>
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<tr>
<td>Date of Initiation:</td>
<td></td>
</tr>
</tbody>
</table>

**Details of Proposed Change**
(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: ________________

<table>
<thead>
<tr>
<th>Change Control Note</th>
<th>CCN Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part B: Evaluation</strong></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
</tr>
</tbody>
</table>

**Brief Description of Solution:**

Impact:

Deliverables:
<table>
<thead>
<tr>
<th><strong>Timetable:</strong></th>
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| **Charges for Implementation:**  
(including a schedule of payments) |
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| **Other Relevant Information:**  
(including value-added and acceptance criteria) |
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<table>
<thead>
<tr>
<th><strong>Authorized by the Implementation Partner</strong></th>
<th><strong>Date:</strong></th>
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<tr>
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<table>
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<tr>
<th><strong>Signature:</strong></th>
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