

Request for Proposal

Selection of System Integrator for Implementation of e-Governance in Urban Local Bodies and Department of Local Government, Punjab

Volume II: Bidding and Commercial Terms



Department of Local Government
Punjab

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1. Eligibility for submission of Bids

Eligibility for the submission of bids are categorized under two heads i.e. General Eligibility and Specific Eligibility. Detailed criteria under these heads are mentioned in the table below. System Integrator (Supplier) is required to provide all the documents (but not limited to, mentioned in column C of below table) required to prove compliance to eligibility criteria adequately.

1.1 General Eligibility

S. No (A)	Eligibility Criteria (B)	Documents to be Submitted (C)	Documents attached (Yes/No) (D)	Reference / Page No. (E)
1.	Bidder (or all Member Firms in case of a Consortium) must have not been declared ineligible or blacklisted by any entity of Government of India / Government of Punjab / other State Government / Government Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during last 3 years i.e. 36 months, as on date of submission of Bid.	Declarations by authorized signatory as per format provided in section 5.2.9		
2.	Bidder (or all Member Firms in case of a Consortium) must have not been involved in a breach of general or specific instructions for bidding, OR general or special conditions of contract with Government of Punjab or any of its agencies during last 3 years i.e. 36 months, as on date of submission of Bid.	Declarations by authorized signatory as per format provided in section 5.2.10		

1.2 Specific Eligibility

Given that a wide variety of skills and resources are required to implement the Project, it is expected that a consortium agreement may be formed between firms to bid for the project. The number of parties forming a consortium shall not exceed three (including the Prime Bidder). One of the members of the consortium should act as the prime bidder. The following specific eligibility criteria must be fulfilled:

a) **Prime Bidders**

S.No	Eligibility Criteria	Documents to be Submitted	Documents Attached	Reference /Page No.
Specific Eligibility Criteria – Bidder / Prime Bidder (in case of a Consortium)				
1.	Should be an Organisation (like companies, partnership, societies, non-profit organisations) registered under the respective Act in India	<ul style="list-style-type: none"> • Copy of the Certificate of Registration/ Incorporation • General Information as per format given in section 5.2.2 • Organisation details as per format given in section 5.2.3 		
2.	Should be in continued business operation for last more than 5 years as on date of submission of proposal as evidenced by Certificate of Registration/Incorporation	Certificate from Statutory Auditor as per format given in section 5.2.4		
3.	Should have had an Average Annual Turnover of Rs. 75 Crores during the last 3 financial years (i.e. FY 2013-14, FY 2014-15 and FY 2015-16) in IT related operations, as evidenced by the Statutory Auditor's Certificate and Copy of Audited Profit and Loss Statement and Balance Sheet.	<ul style="list-style-type: none"> • Statutory Auditor's Certificate as per format given in section 5.2.5 • Copy of Audited Profit and Loss Statement and Balance sheet 		
4.	Should be a profit making (Net Profit after tax) organisation in each of the last 3 financial years (i.e. FY 2013-14, FY 2014-15 and FY 2015-16), as evidenced by the audited accounts of the organisation. (This criteria is not applicable for organizations which are registered as non-profit organization)			
5.	Should have valid SEI-CMMi Level 3 or higher Certification as on date of submission of proposal	Copy of the valid SEI-CMMi Level 3 or higher Certification		

S.No	Eligibility Criteria	Documents to be Submitted	Documents Attached	Reference /Page No.
6.	Should have undertaken e-Governance project(s) related to "ULB functions across multiple geographical end-user locations" OR "implementation of computerized system and O&M support across multiple geographical end-user locations" in last 5 years to achieve any or all of following criteria : <ul style="list-style-type: none"> a. One project of project value not less than Rs. 50 Crore b. Two projects of project value not less than Rs. 30 Crore each. c. Three projects of project value not less than Rs. 20 Crore each. 	<ul style="list-style-type: none"> • Project details as per format given in section 5.2.8 • Copy of work order/contract agreement to verify the credentials 		
7.	Should have at least 500 IT professionals on its rolls as on March 31, 2017 as evidenced by the certificate issued by the authorized person of Bidder's HR department.	Self-declarations from the authorized person of Bidder's HR department		

b) Member Firms of a Consortium

S. No	Eligibility Criteria	Documents to be Submitted	Documents Attached	Reference /Page No.
Specific Eligibility Criteria – Members firms of a Consortium				
1.	Should be an Organisation (like companies, partnership, societies, non-profit organisations) registered under the respective Act in India	<ul style="list-style-type: none"> • Copy of the Certificate of Registration/ Incorporation • General Information as per format 5.2.2 • Organisation details as per format 5.2.3 		

S. No	Eligibility Criteria	Documents to be Submitted	Documents Attached	Reference /Page No.
Specific Eligibility Criteria – Members firms of a Consortium				
2.	Should be in continued business operation for last more than 5 years (60 months) as on date of submission of proposal as evidenced by Certificate of Registration/Incorporation	Certificate from Statutory Auditor as per format given in section 5.2.4		
3.	Should have had an Average Annual Turnover of Rs. 25 Crores during the last 3 financial years (i.e. FY 2013-14, FY 2014-15 and FY 2015-16) in IT related operations, as evidenced by the Statutory Auditor's Certificate and Copy of Audited Profit and Loss Statement and Balance Sheet.	<ul style="list-style-type: none"> • Statutory Auditor's Certificate as per format given in section 5.2.5 • Copy of Audited Profit and Loss Statement and Balance sheet 		
4.	Should be a profit making (Net Profit after tax) organisation in each of the last 3 financial years (i.e. FY 2013-14, FY 2014-15 and FY 2015-16), as evidenced by the audited accounts of the organisation. (This criteria is not applicable for organizations which are registered as non-profit organization)			
5.	Should have undertaken e-Governance project(s) related to "ULB functions across multiple geographical end-user locations" OR "implementation of computerized system and O&M support across multiple geographical end-user locations" in last 5 years to achieve any or all of following criteria : <ul style="list-style-type: none"> a. One project of project value not less than Rs. 10 Crore b. Two projects of project value not less than Rs. 6 Crore each. c. Three projects of project value not less than Rs. 4 Crore each. 	<ul style="list-style-type: none"> • Project details as per format given in section 5.2.8 • Copy of work order/contract agreement to verify the credentials 		

Pre-Qualification Proposal needs to be submitted to conclusively demonstrate that the Bidder completely meets all the Eligibility Criteria mentioned in Section 1.1 and 1.2 (Section 5.2 Annexure II provides the formats in which such a proposal is required to be submitted).

2. Bidding Process

2.1 General

- a. For participation in this tender, prospective bidders are required to register themselves at the e-tendering portal. The intending bidder will require valid Class-III digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website).
- b. For detailed information on the e-tendering website and the procedures to be followed for downloading documents, modes of payment etc., please refer to Attachment 1 "Procedure for e-Tendering" of this volume of RFP.
- c. Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- d. Documents must be scanned and uploaded through e-tendering website within the period of tender submission.
- e. Payments for document fee and processing fee are to be made online through the e-payment gateway of the portal prior to submission of bids as per details given in the data control sheet. EMD/Bid security is to be submitted in the form of Bank Guarantee (as per format given in this Volume of the RFP)

2.2 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 non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

2.3 Clarifications and Pre-Bid Meeting

- a) All those firms who have obtained bid document can participate in pre-bid meeting to seek clarifications on the tender documents, if any. At any time prior to the last date for receipt of bids, the authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through corrigendum.
- b) Prospective bidders or their official representatives can submit their queries regarding this tender through email at egov.dolg@gmail.com only after they are registered and have paid the tender document fee on line. The queries can be sent to PMIDC through email in .xls or .xlsx format carrying details like " S. No., referred clause, query/suggestion." Queries not sent in the required format shall not be entertained.

- c) Purchaser will have the right not to respond to some or any of the queries at its sole discretion. The Purchaser will not entertain any correspondence regarding delay or non-receipt of clarifications/queries.
- d) All queries will be replied on e-tendering portal.
- e) Amendments necessitated as a result of the clarifications issued online or felt necessary by the Purchaser, shall be notified on the portal. It shall be the responsibility of bidders to fine tune their Bids incorporating the amendments, so communicated. The Purchaser shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the tender document notified through the portal.

2.4 Proposal Preparation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred for information gathering and other due diligence activities, participation in meetings, presentations, preparation of proposal and in providing additional information required by the Purchaser. This RFP does not commit the Purchaser to award a contract or to engage in negotiations.

2.5 Consortium

Considering the wide variety of skills and resources needed to implement the Project, a group of Companies are allowed to come together and bid for this project as a consortium. However, the following must be ensured with respect to the Prime Bidder:

- a) Only Prime Bidder will submit and sign the Proposal.
- b) Consortium Agreement shall be executed only with the Prime Bidder as per the Consortium Agreement format given in section 5.2.7.
- c) A sole bidder/ consortium/ consortium member cannot participate in multiple proposals for the Project.
- d) The lead bidder should be responsible for works which are estimated to be at least 50% of the total value of the contract
- e) The prime bidder shall be liable for the entire Scope of Work under the Project and risks involved thereof.
- f) Any change in the consortium member at a later date shall not be allowed for cases where the consortium has benefited from the consortium members credentials / experience.

2.6 Purchaser's Right to terminate RFP Process

- a) The Purchaser reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for

Purchaser's action. The Purchaser makes no commitment, expressed or implied that this process will result in a business transaction with anyone.

- b) This RFP does not constitute an offer by the Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Purchaser to execute a contract or to continue negotiations. The Purchaser may terminate negotiations at any time without assigning any reason.
- c) Failure to execute the Agreement with the selected bidder within the defined period may result in award of the same work to another agency at the risk and cost of the Bidder.

2.7 Amendment to RFP

At any time prior to the deadline for submission of proposals, the Purchaser may modify, for any reason deemed necessary, the RFP by amendment notified in writing or by fax or by electronic mail to all participating bidders who have purchased this RFP or publishing amendments on the official website of the Purchaser and such amendment shall be binding on them.

2.8 Language of Proposal

The proposal and all correspondence and documents shall be in English. 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. All proposals and accompanying documents received within the stipulated time will become the property of the Purchaser and will not be returned.

2.9 Documents comprising the Bid

The Bid submitted by the Bidder shall comprise of Pre-Qualification Proposal, Technical Proposal and Commercial Proposal.

2.10 Documents comprising the Bid

The Bid submitted by the Bidder shall comprise of:

- A. Pre-Qualification Proposal
- B. Technical Proposal
- C. Commercial Proposal.

2.11 Submission of Bids

- a) Bidders are expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish necessary information as required in the tender or submission of a bid not substantially responsive to all the requirements of the tender are sufficient grounds for rejection of bids.

- b) Bids and associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings must be initialed by the authorized person signing the Bid.
- c) Bidders shall submit their bid through e-Tendering website on or before the last date and time for submission of bids as per document control sheet.
- d) Bids received by email, facsimile, post or by hand shall be treated as defective, invalid and rejected. Only detailed complete Bids submitted through the portal shall be taken as valid.
- e) The letter of authorization shall accompany the Bid and should be supported by written "Power of Attorney" or "Board Resolution" in name of authorized signatory
- f) If any document is not submitted by the bidder at the time of submission of bid in support of Bidder's Eligibility Criteria, the evaluation of bids will be based on available documents in the bid and non-submission of documents will be treated as non-availability of documents. PMIDC, however, reserves its right to requisition any document at its discretion.
- g) No bidder is allowed to modify, substitute, or withdraw their bid after its submission on the portal."

2.12 Deadline for submission of Bids

- a) The last date & time for submission of Bids is the same as that mentioned in this Volume of the RFP (unless otherwise revised by the Purchaser and made known to all participating Bidders).
- b) All Bids received after the last date & time of submission shall be summarily rejected.
- c) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- d) The purchaser shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- e) The purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.13 Deviations

The bidder shall certify that there is no deviation in Technical & Financial Proposal in terms of the scope of work, and other terms & conditions specified in this RFP.

2.14 Bid Opening

- a) Opening of the Bids will take place in the following stages:
 - i. Pre-Qualification Proposal
 - ii. Technical Proposal
 - iii. Commercial Proposal

- b) This Volume of the RFP brings out the respective deadlines for each of these stages, unless otherwise revised by the Purchaser and made known to all Bidders. Purchaser reserves the right at all times to postpone or cancel the scheduled RFP opening.

2.15 Validity of Bids

All proposals shall be valid for a period of 180 Days from the last date of submission of the bid. A proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at the sole discretion of the Purchaser, the Purchaser may solicit the bidder's consent for an extension of the validity period. Such request and responses shall be made in writing.

2.16 Modification, Substitution & Withdrawal of Bids

No Bid can be withdrawn in the interval between the deadline for its submission and the expiration of the validity period as specified. Once the Bids are submitted, no modifications and/or substitutions will be allowed in them.

2.17 Format & Contents of Bids

2.17.1 Pre-Qualification Proposal

The Pre-Qualification Proposal must amply demonstrate that the Bidder fully meets all general and specific pre-qualification criteria set out in this Volume of the RFP. Accordingly, the Pre-Qualification Proposals must provide the following:

- a) A Covering Letter from the Bidder (Prime Bidder, in case of a Consortium): Annexure II (Pre-Qualification Formats) provides a format in which the Covering Letter has to be submitted.
- b) Copy of Power of attorney/Board resolution in name of authorized signatory.
- c) General Information of the Bidder (or the participating members, in case of a Consortium): Annexure II (Pre-Qualification Formats) provides the format in which this is to be provided.
- d) Agreement for the Consortium: In case, the bid involves a consortium, Bidders must provide a copy of the Consortium agreement for this assignment. Annexure II (Pre-Qualification Formats) provides the format in which the Agreement is to be provided.
- e) Fulfillment of the Eligibility Criteria: Annexure II (Pre-Qualification Formats) provides the different formats in which this information must be furnished.

2.17.2 Technical Proposal

The complete project requirements have been elaborated in this RFP. In line with this, Technical proposal should comprehensively provide the details on each of the following (in the order given below):

- a) Bidder must also provide following information as per formats given at Annexure-III:
 - i. Declaration on compliance of RFP requirements

- ii. Details of Key Project Personnel
 - iii. CVs for Key Personnel
 - iv. Citations of Earlier experiences (Past Assignments)
 - v. Undertaking on Compliance of Functional Requirement Specifications
 - vi. Undertaking on Compliance of Technical Requirement Specifications
 - vii. Undertaking on Compliance and Sizing of Infrastructure
 - viii. Manufacturing Authorization Form
- b) Understanding of the Project and conceptualization of the solution including functional requirements
- i. Understanding of scope of work
 - ii. Overview of the Proposed Solution that meets the requirements specified in the RFP
 - iii. Strategy for Implementation of Project
 - iv. Implementation and Operational methodology
 - v. Methodology for Data Migration and Digitization
- c) Detailed Project Plan
- i. Detailed Project Plan for implementation and operation support
 - ii. Site Preparation Plan
 - iii. Manpower Deployment Plan
 - iv. Installation Schedule for Central Infrastructure
 - v. Implementation & Integration Plan
 - vi. Capacity Building and Change Management Plan
 - vii. Operations and Maintenance Plan
 - viii. Key Milestones and Deliverables
- d) Proposed Architectures and Other Details for Centralized, Back-office and Service Delivery elaborating on Proposed Tools, Technologies and Products, Availability, Scalability, Interoperability, Security Architecture. It should provide in detail the following:
- i. Overall Architecture
 - ii. Technical Architecture
 - iii. Security Architecture
 - iv. Network Architecture
 - v. Helpdesk Architecture and Process Flow
 - vi. Data Center Architecture
 - vii. Disaster Recovery Cloud Services
 - viii. Business Continuity Plan
 - ix. Integration with Payment Gateway, SMS & Email Solution, and PKI-enablement
 - x. SLA Compliance tools and capturing related data
 - xi. Higher technology/specifications than what provided in RFP
 - xii. Bill of Material (Mention the items proposed by bidder in addition)
 - xiii. Involvement of OEM during design, installation and implementation phase

- xiv. Quality Assurance Processes
- e) Project Monitoring and Management: Supplier shall provide adequate information to understand how the proposed solution would be maintained and managed:
- i. Project Monitoring & Management Methodology
 - ii. Quality Assurance Process
 - iii. Project team structure, size and capabilities
 - iv. Project Escalation Matrix
 - v. Annual Maintenance Support
 - vi. Helpdesk Support
 - vii. Software upgrade and update
 - viii. Risk Assessment & Mitigation Plan
- f) Any other information which bidder wants to include:

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.

2.17.3 Commercial Proposal

- a) Bidder shall ensure that Bill of Material (BOM) in terms of name & quality of items/ resources are exactly same in both the proposals i.e. Technical & Financial Proposals and also meets the requirements of minimum BOM as provided in RFP. In case of its non-compliance, Purchaser reserves the right to reject the bid. However, in case of any discrepancy between technical BOM & financial BOM it is to be noted that if the product item or quantity in BOM provided in financial proposal:
- exceeds that of technical proposal, Purchaser may reject the bid or reduce the financial quote proportionately in accordance with BOM of technical proposal and the reduced financial quote shall be considered for evaluation purpose.
 - Is lesser than that of technical proposal, no correction shall be made in financial proposal.
- In both of above cases, bidder shall be required to supply the BOM as per technical proposal and meeting atleast BOM as provided in the RFP.
- b) Formats for providing financial cost are provided in excel file which is uploaded along with RFP. Bidder is required to download the file, fill-up the formats and upload it.
- c) Unit price/rate shall include all taxes, duties, and levis as applicable and exclude VAT/Sale Tax, Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and GST.

2.18 Bid Security/Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, Bid security/EMD of Rs. 2 Crores (Rupees Two Crores Only), in the form of Bank Guarantee as per the format given at Annexure VII to this Volume of the RFP. EMD in any other form shall not be entertained.
- b) EMD would be refunded to all unsuccessful bidders within 30 days of award of the Project. The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee.
- c) Bid without adequate bid security/ EMD will be liable for rejection without providing any opportunity to the bidder concerned.
- d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e) The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3. Evaluation of Bids

- a. The Purchaser will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation 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 Proposal Evaluation 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 Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Tender Evaluation:
 - i. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, 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

3.1 Evaluation of Pre-Qualification Bids

- a) For the evaluation of Pre-Qualification Bids, the documentation furnished by the Bidders will be examined to check if all the eligibility requirements (as stated in Section 1.1 and 1.2, and furnished in accordance with the formats supplied in Annexure II) are met. The Purchaser may ask the Bidder (or the Prime Bidder, in case of a Consortium bid) for additional information whenever the Supplier feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.
- b) Proposals not meeting pre-qualification criteria will not be processed further beyond this stage.

3.2 Evaluation of Technical Bids

- a) The evaluation of the Technical bids will be carried out as follows for those Bidders who meet the Pre-Qualification requirements.
 - i. **EVALUATION OF TECHNICAL PROPOSAL:** The Technical Proposals will be evaluated against the requirements specified in the RFP and the Evaluation Criteria for the Technical Proposal as presented in Annexure V of this Volume of the RFP.
 - ii. **PROPOSAL PRESENTATIONS:** Bidders meeting the pre-qualifications criteria may be invited to make a presentation to the Evaluation Committee. The purpose of such presentations would be to allow the bidders to present their proposed solutions and the key points in their proposals to the committee.
 - iii. **CLARIFICATIONS FROM BIDDERS:** The Evaluation Committee may elicit clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.
- b) Consequent upon the evaluation, each Technical bid will be assigned a Technical Score (T) out of a maximum of 100 points. Bidders who score 70% or more will qualify for the evaluation of their commercial bid.

3.3 Evaluation of Commercial Bids

For the purpose of evaluation of Commercials Bid, the "Total Commercial Quote for Project" as provided in financial bid format 5.4.5 (excel sheet "Total Commercial Quote C2") shall be taken into consideration.

Financial Bids that have "Total Commercial Quote for Project" less than 50% of the average "Total Commercial Quote for Project" will stand disqualified ["Average Total Commercial Quote for Project" will be computed by adding "Total Commercial Quote for Project" of all technically qualified bidders and dividing the same by the number of Technically qualified bidders].

The Bidder with lowest Total Commercial Quote (L1) will be called for Contract Finalization

In case of a tie of lowest "Total Commercial Quote for Project", then the bidder having the highest Technical Score (T) among such bidders will be reckoned as L1. Further in case of a tie in Technical Score (T) as

well, the bidder with highest combined Technical Score under 'Approach and Methodology' and 'Personnel' categories among such bidders will be reckoned as L1.

3.4 Negotiations & Contract Finalization

- a. There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited source of supply. Negotiations shall be held with L-1 only. Counter offers tantamount to negotiations and should be treated at par with negotiation.
- b. Negotiations can be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons justifying negotiations. In case of inability to obtain the desired results by way of reduction. In rates and negotiations prove infructuous, satisfactory explanations are required to be recorded by the Committee who recommended the negotiations. The Committee shall be responsible for lack of application of mind in case its negotiations have only unnecessarily delayed the award of work/contract.

4. Award of Work

4.1 Award Criteria

After evaluation of the proposals and subsequent negotiations (if any), a contract will be awarded to the most responsive bidder as specified in Section 3.5 from this Volume of the RFP, whose proposal conforms to the RFP and is, in the opinion of the Purchaser, the most advantageous and represents the best value to the project, price and other factors considered.

4.2 Notification of Award

Prior to expiry of the validity period, the Purchaser will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the tendering process / public procurement process has not been completed within the stipulated period, the 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, the purchaser will notify each unsuccessful bidder and return their EMD.

4.3 Signing of Agreement

Once the Purchaser notifies the successful Bidder that its proposal has been accepted, the Purchaser shall enter into a separate Agreement, incorporating all agreements (to be discussed and agreed upon separately) between the Purchaser and the successful bidder.

4.3.1 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 the Purchaser reserves the right to go for re-tender.

4.4 Performance Bank Guarantee

- a) The successful bidder shall at its own expense deposit with the Purchaser, within 10 Working Days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) (as per the prescribed format provided in Annexure VIII of this Volume of the RFP) from a Scheduled or Nationalized bank acceptable to the Purchaser, payable on demand, for the due performance and fulfillment of the contract by the Bidder.
- b) Performance Bank Guarantee will be 10% of the Contract Price. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The Performance Bank Guarantee shall be valid for a period of sixty days beyond the date of completion of all contractual obligations, including warranty obligations if any.

- c) In the event of the bidder being unable to service the Agreement for whatever reason, the Purchaser would have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Purchaser under the Agreement in the matter, the proceeds of the PBG shall be payable to the Purchaser as compensation for the bidder's failure to perform/comply with its obligations under the Agreement. The Purchaser shall notify the Supplier in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- d) Before invoking the PBG, the Supplier will be given an opportunity to represent before the Purchaser. The decision of the Purchaser on the representation given by the Supplier shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator to be appointed by the Purchaser with mutual consent.

4.5 Governing Laws / Jurisdiction Arbitration

Any matter relating to appointing the Supplier or procedure for the appointment of the supplier shall be governed by the Laws of Union of India. Only Courts at Chandigarh (with exclusion of all other Courts) shall have jurisdiction to decide or adjudicate on any matter or dispute which may arise.

5. Annexures

5.1 Annexure I: Format for seeking clarifications on this RFP

Bidders are requested to submit their queries in format given at online tender portal. Queries submitted through any other means will not be considered.

5.2 Annexure II: Format for Pre-Qualification Proposal

5.2.1 Format for Proposal Covering Letter

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

General Manager

Punjab Municipal Infrastructure Development Company (PMIDC)
Punjab Municipal Bhawan,
5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A,
Chandigarh-160022

Ref: Request for Proposal: Implementation of e-Governance and Automation of Urban Local Bodies(ULBs) & Department of Local Government, Punjab

Dear Sir/Madam

Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP. To meet such requirements and provide such services as set out in the RFP documents, we attach hereto our response to the RFP document, which constitutes our proposal for being considered for appointment as the Supplier.

We undertake, if our proposal is accepted, to adhere to the Project Schedule put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee in the format given in the RFP document issued by a Scheduled bank in India, acceptable to the Purchaser, as per the details specified in the RFP documents for due performance of the Agreement.

We agree to the unconditional acceptance of all the terms and conditions set out in the RFP documents.

We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us. We further declare that additional conditions, variations, deviations, if

General Information				
S.No.	Particulars	Details to be furnished		
	Telephone		E-mail	
II	Details of the Members of the Consortium			
First Member	Name			
	Address			
	Telephone		Fax	
	E-mail			
	Details of Authorized person			
	Name			
	Address			
	Telephone		E-mail	
Second Member	Name			
	Address			
	Telephone		Fax	
	E-mail		Website	
	Details of Authorized person			
	Name			
	Address			
	Telephone		E-mail	

5.2.3 Formats for furnishing Organisation Details

(To be filled offline, signed, stamped and uploaded)

- a) The bidder / all members in case of consortium will furnish information related to organisation details. Scanned and signed copies of the necessary certificates also need to be furnished.

Information on about the Organisation					
S. No.	Name of the Prime Bidder and member Organisation (in case of consortium)	Status of the Organisation (such as Public Ltd., and Private Ltd and LLP).	Whether Prime Bidder or Member	Details of Incorporation of the Organisation	
				Date	ROC Ref.

5.2.4 Certificate of being in business operation

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

(On Statutory Auditor's Letter Head)

We hereby certify that the M/s _____ (name of the bidder), having registered office at ----- (address of the registered office) has been continuously in business operations for more than last ___ years as on the date of submission of the Bid.

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Seal

5.2.5 Certificate from Statutory Auditor on Turnover

(To be filled offline, signed, stamped and uploaded)

The bidder/ all members in case of consortium will furnish information related to turnover and net profit after tax deductions with details as per the format given below. Copy of Auditor's signed balance sheets and profit and loss statements also need to be provided. Please enclose separate certification for each member of firm in case of consortium.

Date: DD-MM-YYYY

(On Statutory Auditor's Letter Head)

We hereby certify that the turnover (excluding sale of hardware) in IT related operations and net profit (profit after tax) of M/s _____ (name of the bidder), having registered office at ----- (address of the registered office) are as provided below:

S.No.	Name of Bidder/member in case of consortium	Turnover (excluding sale of hardware) in IT related operations and Net Profit of the Company (Rs. in Cr.)					
		FY 2013-2014		FY 2014-2015		FY 2015-2016	
		Turnover	Net Profit (After tax)	Turnover	Net Profit (After tax)	Turnover	Net Profit (After tax)

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Seal

5.2.6 Format for furnishing information about Role & Responsibilities of Members of Consortium

(To be filled offline, signed, stamped and uploaded)

The bidder will furnish the details of the roles and responsibilities of the members of the Consortium in case of a Consortium bid as per the format given below. A signed copy of Consortium Agreement in original needs to be advanced as a proof of this agreement (as per format given in section 5.2.5).

Details of specific responsibilities (applicable in case of Consortium)		
S.No.	Name of Prime Bidder and member Organisation consortium (in case of consortium)	Specific responsibilities of each member in the project (including Prime Bidder)

5.2.7 Format for Consortium Agreement

(To be filled offline, signed, stamped and uploaded)

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

THIS Consortium Agreement executed on this..... day ofTwo thousand..... between..... (Prime Member) and having its Office at..... (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns)

and

.....(Other Consortium Member) and having its Office at..... (hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns)

and

.....(Other Consortium Member) and having its Office at..... (hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

and for the purpose of submitting a Bid for Selection of Supplier for the Projects (name of Project)

AND WHEREAS Para 2.15.1 (a) clause III of Volume II of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RFP document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

In consideration of the selection of the Consortium as the selected bidder by the Department of Local Government (Government of Punjab) through Punjab Municipal Infrastructure Development Company (PMIDC), we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Prime Member), shall act as the Prime Member as defined in the bid documents for self and agent for and on behalf of (the names of all the Other Consortium Members of the Consortium to be filled in here)

The Prime Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members

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

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

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

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

It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Prime Member shall submit the Earnest Money Deposit, as stipulated in the bid documents, on behalf of the Consortium Members.

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

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

It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of Department of Local Government (Government of Punjab) through Punjab Municipal Infrastructure Development Company (PMIDC).

This Consortium Agreement

- a) has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party,

- b) sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;
- c) shall not be amended or modified except in writing signed by each of the parties and with prior written consent of Department of Local Government (Government of Punjab) through Punjab Municipal Infrastructure Development Company (PMIDC):

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

For and on behalf of Prime Member Party 1)

M/s.....

(Signature of authorized representative)

Name:

Designation:

Place:

Date:

For and on behalf of Consortium Member (Party 2)

M/s.....

(Signature of authorized representative)

Name:

Designation:

Place:

Date :

For and on behalf of Consortium Member (Party 3)

M/s.....

(Signature of authorized representative)

Name:

Designation:

Place:

Date:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

(Signature)

(Notary Public)

Place:

Date:

5.2.8 Formats for furnishing details regarding experience of Bidders

(To be filled offline, signed, stamped and uploaded)

- a) The bidder will furnish the details of experience required for each of the assignment of the Bidder (Prime Bidder, in case of a Consortium) as per the format given below. Scanned signed copies of Work Orders, Contract Copies and Completion Certificates that furnish the required information for all the projects must be provided.
- b) The project citations of the Projects for which the bidder has completed the implementation shall be considered for evaluation. However, in case the project involving implementation and operations and are on-going, it should have completed at least one year of operations and management phase after implementation. Bidder to provide a certificate/supporting documents indicating the same.
- c) While providing the description of the projects Bidders need to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.
- d) Please note that one project can be cited against the multiple categories for evaluation purpose.

Past Experience in e-Governance		
S.No.	Item	Details to be furnished (Provide Annexure, if required)
1.	Name of the Assignment	
2.	Name of Prime Bidder (Organisation) who executed the similar e-Governance project	
3.	Department / Agency for which executed (Client)	
4.	Name & contact detail of reference person for the above department/ agency (Client)	
5.	Total cost of Project (in Crores)	
6.	Total cost of the services provided by the respondent (in Crores)	
7.	Cost for Hardware Supply & maintenance services	
8.	Cost for Software Development & maintenance services	
9.	Copy of work order/contract agreement enclosed for the reference (Yes/No)	
10.	Assignment Start (Month & Year)	

Past Experience in e-Governance		
S.No.	Item	Details to be furnished (Provide Annexure, if required)
11.	Assignment End (Month & Year)	
12.	Location	
13.	Geographical coverage	
14.	Relevant Scope of the Assignment including core technology components & tools deployed, security architecture (Provide annexure if required)	
15.	Outcomes/Deliverables of the Project	
16.	Detailed description of the impact and benefits of the project and sustainability of the project	

- e) Bidder will furnish the details of experience required for the assignment of the Bidder as per format given above. Scanned signed copies of Work Orders, Contract Copies and Completion Certificates must be provided.

5.2.9 Formats for Declaration on Non-Blacklisting

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

General Manager

Punjab Municipal Infrastructure Development Company (PMIDC)
Punjab Municipal Bhawan,
5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A,
Chandigarh-160022

Ref: Request For Proposal (RFP): Implementation of e-Governance and Automation of Urban Local Bodies (ULBs) & Department of Local Government, Punjab

Dear Sir/Madam

In response to the RFP No. _____ dated

_____ for quoting against the RFP ref. _____ as a authorized representative of M/s _____, I/ We hereby declare that our Company _____ is having unblemished past record and was not declared blacklisted by any entity of Government of India / Government of Punjab / other State Government / Government Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during last 3 calendar years i.e. 36 months, as on date of submission of Bid.

(Signature)

(In the capacity of)

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

(Name and Address of Company)

(Seal/Stamp of bidder)

5.2.10 Formats for Declaration of not involved in breach of general or specific instructions of bidding, OR general or specific conditions of contract

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

General Manager

Punjab Municipal Infrastructure Development Company (PMIDC)
Punjab Municipal Bhawan,
5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A,
Chandigarh-160022

Ref: Request For Proposal (RFP): Implementation of e-Governance and Automation of Urban Local Bodies (ULBs) & Department of Local Government, Punjab.

Dear Sir/Madam

In response to the RFP No. _____ dated

_____ for quoting against the RFP ref. _____ as a authorized representative of M/s _____, I/ We hereby declare that our Company _____ has not been involved in a breach of general or specific instructions for bidding, OR general or special conditions of contract with Government of Punjab or any of its agencies during last 3 calendar years i.e. 3636 months, as on date of submission of Bid.

(Signature)

(In the capacity of)

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

(Name and Address of Company)

(Seal/Stamp of bidder)

5.3 Annexure III: Format for Technical Proposal

5.3.1 Format for Declaration on compliance with RFP requirements

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY
<p>General Manager Punjab Municipal Infrastructure Development Company (PMIDC) Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh-160022</p> <p>Ref: Request For Proposal (RFP): Implementation of e-Governance and Automation of Urban Local Bodies(ULBs) & Department of Local Government, Punjab</p> <p>Dear Sir/Madam</p> <p>We, ----- (name of the bidder) hereby confirm our compliance to the provisions of the RFP Documents.</p> <p>(Signature) (In the capacity of)</p> <p>Duly authorized to sign the RFP Response for and on behalf of:</p> <p>(Name and Address of Organisation) (Seal/Stamp of bidder)</p>

5.3.2 Format for furnishing details of Key Project Personnel

(To be filled offline, signed, stamped and uploaded)

<p>General Manager Punjab Municipal Infrastructure Development Company (PMIDC) Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh-160022</p> <p>Ref: Request For Proposal (RFP): Implementation of e-Governance and Automation of Urban Local Bodies(ULBs) & Department of Local Government, Punjab</p>
--

Dear Sir/Madam

We, ----- (name of the bidder) hereby confirm to deploy adequate manpower to meet project objectives and RFP requirements including SLAs specified in the RFP. In line with above, We propose following key resources:

S.No.	Manpower	No. of Personnel Proposed	Names
At the Centralized Infrastructure			
1.	Database Administrator Leads		
2.	System Administrator Leads		
3.	Networking Leads		
4.	Security Leads		
5.	Support Staffs		
At Project Management Team (Supplier)			
6.	Program Manager		
7.	Project Managers		
8.	Application Development & Integration Lead		
9.	Domain Specialist		
10.	Quality Assurance Lead		
11.	Training and Change Management Lead		
At ULBs/District Offices			
12.	Software Support Engineer – one at each district Office		
At Helpdesk			
13.	Central Manager		

14.	Helpdesk Staffs		
<p>(Signature) (In the capacity of)</p> <p>Duly authorized to sign the RFP Response for and on behalf of:</p> <p>(Name and Address of Organisation) (Seal/Stamp of bidder)</p>			

5.3.3 Format for CV of Key Project Personnel

CVs of all 10 positions/roles as provide din section 5.5.2 of Vol-2 of RFP must be included in the proposal.

(To be filled offline, signed, stamped and uploaded)

Proposed Position							
Name							
Name of Firm							
Current Designation / Job Title							
Current job responsibilities							
Proposed Role in the Project							
Proposed Responsibilities in the Project							
Age							
Qualification							
Professional Certifications (if any)							
Total number of years of experience							
Employment record (Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment)							
Number of years with the current Organisation							
Proficient in languages							
Key experiences related to the area of work assigned List of Projects Worked		Name of Project	Client Name	Description	From	To	Role within the project
(Signature)				(In the capacity of)			
Duly authorized to sign the RFP Response for and on behalf of:							
(Name and Address of organisation)				(Seal/Stamp of bidder)			

5.3.4 Format for providing Citations

(To be filled offline, signed, stamped and uploaded)

Project citations need to be provided as per the format given in section 5.2.8. In addition, bidders need to provide copies of work order/contracts/ completion certificates. While providing the description of the projects Bidders need to clearly mention how the projects meet the different parameters of assessment specified in the section "Relevant Past Experience" in the technical evaluation criteria mentioned in Annexure V of this document. Please note that one project can be cited against the multiple categories for evaluation purpose.

5.3.5 Format for undertaking to comply with functional requirement specifications

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY
<p>General Manager Punjab Municipal Infrastructure Development Company (PMIDC) Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh-160022</p>
<p>Ref: Undertaking on Compliance with functional requirement specifications for Implementation of e-Governance and Automation of Urban Local Bodies(ULBs) & Department of Local Government, Punjab</p>
<p>Dear Sir/Madam</p>
<p>In response to the RFP No. _____ dated _____ on behalf of M/s _____, I/ We hereby declare that our envisaged solution confirms all the functional requirements in line with the envisaged NTA solution as specified in this RFP. If any module/sub module does not meet the RFP requirements, we will customize it to meet RFP requirements without any additional financial implications to Purchaser.</p>
<p>We also confirm to provide any additional functionalities/features not specifically mentioned in RFP but mutually agreed during System Study/Design stage.</p>
<p>Dated this _____ Day of _____ 2017</p>
<p>(Signature) _____ (In the capacity of)</p>

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

(Name and Address of Organisation)

(Seal/Stamp of bidder)

5.3.6 Format for undertaking to comply with technical requirement specifications

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

General Manager

Punjab Municipal Infrastructure Development Company (PMIDC)
Punjab Municipal Bhawan,
5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A,
Chandigarh-160022

Ref: Undertaking on Compliance with technical requirement specifications for Implementation of e-Governance and Automation of Urban Local Bodies(ULBs) & Department of Local Government, Punjab

Dear Sir/Madam

In response to the RFP No. _____ dated _____ for quoting against the RFP as a _____ of M/s _____, I/ We hereby declare that our Organisation _____ confirm to meet with all the technical requirement specifications for proposed project as specified in this RFP. We also confirm to provide any additional technical functionalities/features not specifically mentioned in RFP but mutually agreed during System Study/Design stage.

Dated this _____ Day of _____ 2017

(Signature)

(In the capacity of)

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

(Name and Address of Organisation)

(Seal/Stamp of bidder)

5.3.7 Format for Undertaking on Compliance and Sizing of Infrastructure

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY		
General Manager		
Punjab Municipal Infrastructure Development Company (PMIDC) Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh-160022		
Ref: Undertaking on Compliance and Sizing of Infrastructure for Implementation of e-Governance and Automation of Urban Local Bodies(ULBs) & Department of Local Government, Punjab		
Dear Sir/Madam		
I/We do hereby undertake that we have proposed OEM Vetted sizing of hardware and software (including licenses) based on the functional, technical and user load requirements as indicated in its RFP document, our understanding of the Project and in accordance with the SLAs. We assure that the sizing is done for all the functionality, expected no. of users and transaction load envisaged in the RFP for entire project duration.		
Further, I/we do hereby undertake that any custom development carried out for the proposed solution should come along with the necessary source code. If Purchaser wants to use such custom developed product for further development of their application on top of the product, it would be able to use the proposed software for such a development work. I/ we give an undertaking that the source code would be provided to the Purchaser without any condition.		
Any augmentation of the proposed solution or sizing of any of the proposed solutions (software, hardware etc.) in order to meet the RFP requirements and/or the requisite Service Level requirements and/ or overall requirements of Project will be carried out at no additional cost to Purchaser.		
Dated this	Day of	2017
(Signature)		(In the capacity of)
Duly authorized to sign the RFP Response for and on behalf of:		
(Name and Address of Organisation)		(Seal/Stamp of bidder)

Enclosure: All OEM Certificates for vetting the sizing for Infrastructure

5.3.8 Format for Manufacturing Authorization Form and Undertaking by all OEMs (including Application OEM) on Sizing of Proposed solution

Bidder is required to attach Manufacturing Authorization Form and Certificates for vetting the sizing of proposed solution from all respective OEMs including Application OEM, if applicable in the format provided as below:

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

General Manager

Punjab Municipal Infrastructure Development Company (PMIDC)
Punjab Municipal Bhawan,
5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A,
Chandigarh-160022

Ref: Manufacturing Authorization Form and Undertaking on sizing of solution

proposed by M/s. <Name of Bidder/Prime Member in case of consortium>for
Implementation of e-Governance and Automation in Urban Local Bodies (ULBs) &
Department of Local Government, Punjab

Dear Sir,

WHEREAS <Legal Name of Manufacturer> _____ who is official producer of
_____ and having production facilities
at _____ do hereby authorize
< Name of Bidder/Prime Member in case of Consortium>located at
_____ to submit a bid and subsequently
negotiate and sign a Contract with you for resale of the following Products produced by us:

- 1.
- 2.
- 3.

We hereby confirm that, in case the bidding results in a Contract between you and the Applicant, the above -listed products will come with our full standard warranty.

We also certify that < Name of Bidder/Prime Member in case of Consortium> has sized above infrastructure based on our recommendations for sizing as per RFP requirements (including scalability) and project objectives.

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of :

Dated on _____ day of _____

Note:

- 1. This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.*
- 2. Submit separate forms for different OEMS*

5.3.9 Format for Risk Assessment and its mitigation Plan

Project Risk Assessment & Mitigation Plan		
S. No.	Risks associated with the Project	Mitigation Plan
1.		
2.		
3.		
4.		

5.4 Annexure IV: Format for Commercial Proposal

(To be downloaded, filled and uploaded using digital signature)

Note:

- Bidder shall ensure that Bill of Material (BOM) in terms of name & quality of items/ resources are exactly same in both the proposals i.e. Technical & Financial Proposals and also meets the requirements of minimum BOM as provided in RFP. In case of its non-compliance, Purchaser reserves the right to reject the bid. However, in case of any discrepancy between technical BOM & financial BOM it is to be noted that if the product item or quantity in BOM provided in financial proposal:
 - exceeds that of technical proposal, Purchaser may reject the bid or reduce the financial quote proportionately in accordance with BOM of technical proposal and the reduced financial quote shall be considered for evaluation purpose.
 - Is lesser than that of technical proposal, no correction shall be made in financial proposal.In both of above cases, bidder shall be required to supply the BOM as per technical proposal and meeting atleast BOM as provided in the RFP.
- **Formats for providing financial cost are provided in excel file which is uploaded along with RFP. Bidder is required to download the file, fill-up the formats and upload it.**
- Unit price/rate shall include all taxes, duties, and levis as applicable and exclude VAT/Sale Tax, Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and GST.

5.5 Annexure V: Criteria for Evaluation of Technical Proposals

5.5.1 Broad Parameters for Evaluation

Following outlines broad parameters based on which evaluation of technical proposals of the bidders shall be carried out.

#	Parameter Description	Evaluation Parameter (c)	Evaluation Criteria					Supporting Documents Required	
			Range 1 (e)	Marks 1 (f)	Range 2 (g)	Marks 2 (h)	Range 3 (i)		Marks 3 (j)
I	(b)	(c)	Organisation Profile- Bidder/Prime Member in case of Consortium					(k)	
1	Be in business for last more than 5 years	No. of Years	5-10	1	11-20	2	>=21	3	Copy of incorporation certificate and Statutory Auditor's Certificate
2	SEI-CMMi Certificate	Level	3	1	4	2	5	3	Copy of valid SEI-CMMi Certificate
3	Turnover from IT related operations for last three financial years	Turnover (INR) Average of last three years	75-200	2	201-500	3	>500	4	Statutory Auditor's Certificate
			Sub Total (Organisation Profile)					10	
II	(b)	(c)	Experience -Bidder/Prime member in case of consortium						
4	Projects of value more than Rs. 20 Crores each in the areas of Turn-key computerization of ULB functions for Government/PSU projects in last 5 years in India.	No. of projects	Maximum projects to be considered is 5; each project will be of 3 Marks					15	Copy of work order, Contract and Completion Certificates
5	One project of value more than Rs. 20 Crores each in the areas of Turn-key implementation of Computerized system across multiple geographical end-user locations (Minimum 10 cities/towns) for Government/PSU projects in last 5 years in India.	No. of Locations	10-15	6	16-20	8	>=21	10	
6	Projects involving Integration with total project value of more than Rs. 50 lakhs in India.	No. of Projects	1	3	2	4	>=3	7	

#	Parameter Description	Evaluation Parameter	Evaluation Criteria				Supporting Documents Required			
			Range 1	Marks 1	Range2	Marks2		Range3	Marks3	
(a)	(b)	(c)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	
7	Projects involving atleast 3 years onsite O&M support for IT implementation projects in India.	No. of Projects	2	3	3	4	>=4	8		
Sub Total (Experience)							40			
III Approach & Methodology										
8	Understanding of scope of work including coverage, deliverables and activities						4		--	
9	Proposed Solution & Architecture <ul style="list-style-type: none"> Solution Architecture, Deployment Architecture, Network & Security Architecture, Application Architecture, Integration framework Strategy/phasing of implementation of services Methodology for implementation and operation of project Technology proposed e.g. Higher technology/specifications than those provided in RFP Bill of Materials (Mention the items proposed in addition to those specified in RFP) Involvement of OEM during design, installation and implementation phase Business Continuity Plan, Backup & Restoration Quality Assurance Processes, etc. 						12		-	
10	Mechanism and Plan for SLA compliance, Fault Management and Helpdesk						4			
11	Methodology of implementation of solution including Data Digitization and Data Migration						3			
12	Training and Change Management						4			
13	Highlight the associated risks / problems and plans for their mitigation						3			
14	Project Plan, Team Structure, on-site resource deployment and Work Break-down Structure						5			
Sub Total (Approach & Methodology)							35			
IV Personnel										
15	Proposed Team						15			CVs as per format specified in 5.3.3
Sub Total (Personnel)							15			
Total							100			

5.5.2 Marking Scheme for Key Personnel

Role	Marks
1. Program Manager	15
2. Project Manager (03 Nos. -5 marks for each Hardware, Software and Service delivery Manager)	30
3. Application Development & Integration Lead	08
4. Domain Specialist	08
5. Quality Assurance Lead	08
6. Training & Change Management Lead	08
7. Networking Lead	05
8. Security Lead	05
9. System Administrator Lead	05
10. Database Administrator Lead (02 Nos. 4 marks each)	08
Total	100

Weightage of key personnel in final scoring is 15 marks. Total marks obtained out of 100 will be converted on a pro-rata basis. Profiles of Key personnel, mentioned above will be evaluated on:

The profiles of the resources shall be evaluated considering the following two sub-criteria and relevant percentage weights:

- i) General qualifications (general education, training, and certification): 30%
- ii) Adequacy for the Assignment (relevant education, training, experience in the sector, experience in similar role/tasks as proposed in this project): 70%

It should be further noted that only above mentioned positions will be considered for evaluation of key personnel, however, system integrator is required to provide manpower as per RFP requirements and specified in Attachment 4 of Volume -1 of RFP. Moreover, System Integrator is also required to ensure adequate resources (over and above as mentioned in attachment 4 of Volume I of RFP) based on project requirements and project plan.

5.6 Annexure VI: Checklist for the Bidders

Demand Drafts attached			
S. No	Description	Present (Yes/No)	
1.	Earnest Money Deposit (EMD) in form of Bank Guarantee		
2.	Cost of Bid Document		
Bid Submission Checklist			
S. No	Item	Present (Yes/No)	
3.	Pre-Qualification Proposal (with Checklists duly indexed)		
4.	Technical Proposal (with Checklists duly indexed)		
5.	Commercial Proposal (with Checklists duly indexed)		
Pre-Qualification Proposal Checklist			
S. No	Description	Present (Yes/No)	Page No.
6.	A Covering Letter from the Bidder (Prime Bidder, in case of a Consortium): Annexure II (Pre-Qualification Formats) provides a format in which the Covering Letter has to be submitted.		
7.	Copy of Power of attorney/Board resolution in name of authorized signatory.		
8.	General Information of the Bidder (or the participating members, in case of a Consortium): Annexure II (Pre-Qualification Formats) provides the format in which this general information is to be provided.		
9.	Agreement for the Consortium: In case, the bid involves a consortium, Bidders must provide a copy of the Consortium agreement for this assignment. Annexure II (Pre-Qualification Formats) provides the format in which the Agreement is to be provided.		
10.	Fulfillment of the Eligibility Criteria: Annexure II (Pre-Qualification Formats) provides the different formats in which this information must be furnished.		

Technical Proposal Checklist		
S. No	Description	Page Number
A	The project requirements have been elaborated in the RFP. In line with this, the Technical proposal should comprehensively indicate the Bidder's understanding and approach on each of the following:	
A.1	Proposed Solution	
(i)	Scope of Work and Implementation Approach	
	Understanding of scope of work	
	Strategy/Phasing for Implementation of Project	
	Any additional services which the Bidder proposes to provide	
	Implementation and Operational methodology	
	Methodology for Data Migration and Digitization	
(ii)	Proposed Architectures and Other Details	
	Overall Architecture	
	Technical Architecture	

Technical Proposal Checklist		
S. No	Description	Page Number
	Security Architecture	
	Network Architecture	
	Data Center and Disaster Recovery Center Architecture	
	Integration with Payment Gateway, SMS & Email Solution, and PKI-enablement	
	SLA Compliance tools and capturing related data	
	Higher technology/specifications than what provided in RFP	
	Bill of Material (Mention the items proposed by bidder in addition)	
	Involvement of OEM during design, installation and implementation phase	
	Quality Assurance Processes	
(iii)	Detailed Project Plan	
	Detailed Project Plan for implementation and operation support	
	Site Preparation Plan	
	Manpower Deployment Plan	
	Installation Schedule for Central Infrastructure	
	Implementation & Integration Plan	
	Capacity Building and Change Management Plan	
	Operations and Maintenance Plan	
	Key Milestones and Deliverables	
(iv)	Project Monitoring and Management	
	Risk Assessment & Mitigation Plan	
	Business Continuity Plan	
	Project Monitoring & Management Methodology	
	Quality Assurance Process	
	Project team structure, size and capabilities	
	Project Escalation Matrix	
	Helpdesk Support	
	Software upgrade and update	
B	In addition to the above information the Bidder must also provide following information as per formats given at Annexure-III	
	Declaration on compliance of RFP requirements	
	Details of Key Project Personnel	
	CVs for Key Personnel	
	Citations of Earlier experiences (Past Assignments)	
	Undertaking on Compliance of Functional Requirement Specifications	
	Undertaking on Compliance of Technical Requirement Specifications	
	Undertaking on Compliance and Sizing of Infrastructure	
	Manufacturing Authorization Form	

Financial Proposal Checklist		
S. No	Description	Present (Yes/No)
I Implementation Costs (A)		
1.	Expenses for Training of Manpower at ULBs (Form A1)	
2.	Hardware Cost at the Data Centre and Near DR (Form A2)	
3.	Software Cost at the Data Centre and Near DR (Form A3)	
4.	Development/Customization of Solution including Migration (Form A4)	
5.	Expenses towards Legacy Data Digitization (Form A5)	
II Operational Costs (B)		
6.	O&M Expenses for Centralized Infrastructure (Form B1)	
7.	Manpower Expenses for setting Central Project Team (Form B2)	
8.	O&M Expenses for ULBs (Form B3)	
9.	O&M Expenses for Helpdesk (Form B4)	
10.	O&M Expenses for Training (Form B5)	
11.	O&M Expenses for DR Cloud Services (Form B6)	
Summary of Costs		
12.	Category wise summary of cost (Form C1)	
13.	Total Commercial Quote (Form C2)	

5.7 Annexure VII: Format for Bank Guarantee towards EMD

[insert: **Bank's Name, and Address of Issuing Branch or Office**]

Beneficiary: Punjab Municipal Infrastructure Development Company (PMIDC), Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh-160022

Date: [insert: **date**]

BID GUARANTEE No.: [insert: **Bid Guarantee Number**]

We have been informed that [insert: **name of the Bidder**] (hereinafter called "the Bidder") has submitted to you its bid dated [insert: **bid date**] (hereinafter called "the Bid") for selection and appointment of System Integrator for "Implementation of e Governance and automation of Urban Local Bodies (ULB) & Department of Local Government, Punjab".

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

At the request of the Bidder, we [insert: **name of Bank**] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: **amount in figures**] ([insert: **amount in words**]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a. has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or
- b. having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bid's validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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:

5.8 Annexure VII: Format for Bank Guarantee towards Advance Payment

[insert: **Bank's Name, and Address of Issuing Branch or Office**]

Beneficiary: Punjab Municipal Infrastructure Development Company (PMIDC), Punjab Municipal Bhawan, 5th Floor, Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh-160022

Date: [insert: **date**]

Advance Payment GUARANTEE No.: [insert: **Bid Guarantee Number**]

We have been informed that _____ [name of Bidder, same as appears on the signed Contract] (hereinafter called "the Bidder") has entered into Contract No. _____ [reference number of the contract] dated ___[insert date]_____ with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Bidder, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Bidder is in breach of their obligation under the Contract because the Bidder:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Bidder has filed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Bidder on their account number _____ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Bidder as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Bidder has made full repayment of the amount of the advance payment, or on the ___ day of _[month]_____, [year]___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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:

Authorized Signatory

For Bank

5.9 Annexure VIII: Format for PBG

[To be issued by a Scheduled Bank branch in Chandigarh]

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ Dated: _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Punjab Municipal Infrastructure Development Company (PMIDC), Punjab Municipal Bhawan, 5th Floor,
Plot No. 3, Dakshin Marg, Sector 35-A, Chandigarh-160022

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

In pursuance of clause 4.4 of the Volume II of the Request for Proposal Document dated ____ (hereinafter referred to as the "RFP" inclusive of Agreement) for "Implementation of e Governance and automation of Urban Local Bodies (ULB) & Department of Local Government, Punjab" (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and the Purchaser and is not dependent upon execution or performance of any Agreement between _____ and _____ (name of the Supplier).

Operative part of the Bank Guarantee:

1. At the request of the ____ (name & address of the bidder), we _____, _____ (name and address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Purchaser i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs- _____ (Rupees _____ Only), such sum being payable by us to the Purchaser immediately upon receipt of first written demand from the Purchaser.
2. We unconditionally and irrevocably undertake to pay to the Purchaser on an immediate basis, upon receipt of first written demand from the Purchaser and without any cavil or argument or delaying tactics or reference by us to the Supplier and without any need for the Purchaser to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Supplier to repay the amount

- of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ Only).
3. We hereby waive the necessity of the Purchaser demanding the said amount from the Supplier prior to serving the Demand Notice upon us.
 4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Purchaser that the Purchaser shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Supplier, which are recoverable by the Purchaser by invocation of this Guarantee.
 5. This Guarantee will not be discharged due to a change in the constitution of the Bank or the Supplier. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the Purchaser.
 6. We unconditionally and irrevocably undertake to pay to the Purchaser, any amount so demanded not exceeding Rs. _____ (Rupees _____ Only), notwithstanding any dispute or disputes raised by the Supplier or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Purchaser, shall be a valid discharge of our liability for payment under this Guarantee and the Supplier shall have no claim against us for making such payment.
 7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

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: