Tender document for Selection of Implementing agency for Study, Design, Development, Implementation and Operation and Maintenance of IT solution

Department of Information & Public Relations (DIPR), Government of Punjab
Punjab Civil Secretariat, Sector 1, Chandigarh – 160001
Disclaimer

The information contained in this RFP or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Department of Information & Public Relations (DIPR), Government of Punjab (“Purchaser”) is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by Purchaser to any parties other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Purchaser and its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon Interpretation of law. The information given is not intended to be on exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial, regulatory or tax advice.
The Purchaser, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Purchaser and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Purchaser and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Purchaser shall be final, conclusive and binding on all the parties.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating
to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the DIPR for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the Bidder.

The information contained in this document is selective and is subjected to updation, expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.
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Section 1: Notice Inviting Tender

**Government of Punjab**

**Department of Information and Public Relations**

Department of Information and Public Relations, Govt. of Punjab invites online bids for the Selection of Implementing agency for Study, Design, Development, Implementation and Operation and Maintenance of IT solution.

Last date and time for submission is 16.12.2019 by 03.00 PM.

Section 2: Abbreviations and Definitions

2.1 Abbreviations

<table>
<thead>
<tr>
<th></th>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>2.</td>
<td>INR</td>
<td>Indian National Rupees</td>
</tr>
<tr>
<td>3.</td>
<td>IA</td>
<td>Implementing Agency</td>
</tr>
<tr>
<td>4.</td>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>5.</td>
<td>TCV</td>
<td>Total Contract Value</td>
</tr>
<tr>
<td>6.</td>
<td>T</td>
<td>Date of Signing of Contract</td>
</tr>
<tr>
<td>7.</td>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>8.</td>
<td>DIPR</td>
<td>Department of Information and Public Relations, Government of Punjab</td>
</tr>
<tr>
<td>9.</td>
<td>LCS</td>
<td>Least Cost Selection</td>
</tr>
<tr>
<td>10.</td>
<td>CA</td>
<td>Chartered Accountant</td>
</tr>
<tr>
<td>11.</td>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>12.</td>
<td>GSTN</td>
<td>Goods and Service Tax Number</td>
</tr>
<tr>
<td>13.</td>
<td>PSU</td>
<td>Public Sector Undertaking</td>
</tr>
<tr>
<td>14.</td>
<td>FY</td>
<td>Financial Year</td>
</tr>
<tr>
<td>15.</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<tr>
<td>16.</td>
<td>UX</td>
<td>User Experience</td>
</tr>
<tr>
<td>17.</td>
<td>LOI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>18.</td>
<td>GOI</td>
<td>Government of India</td>
</tr>
<tr>
<td>19.</td>
<td>PoA</td>
<td>Power of Attorney</td>
</tr>
<tr>
<td>20.</td>
<td>GOP</td>
<td>Government of Punjab</td>
</tr>
<tr>
<td>21.</td>
<td>SSL</td>
<td>Secure Socket Layer</td>
</tr>
<tr>
<td>22.</td>
<td>IPR</td>
<td>Intellectual Property Right</td>
</tr>
<tr>
<td>23.</td>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>24.</td>
<td>OS</td>
<td>Operating System</td>
</tr>
<tr>
<td>25.</td>
<td>MIS</td>
<td>Management Information System</td>
</tr>
<tr>
<td>26.</td>
<td>O&amp;M</td>
<td>Operation and Maintenance</td>
</tr>
<tr>
<td>27.</td>
<td>SRS</td>
<td>Software Requirement Specifications</td>
</tr>
<tr>
<td>28.</td>
<td>FRS</td>
<td>Functional Requirement Specifications</td>
</tr>
<tr>
<td>29.</td>
<td>PMT</td>
<td>Project Management Team</td>
</tr>
<tr>
<td>30.</td>
<td>CMMI</td>
<td>Capability Maturity Model Integration</td>
</tr>
<tr>
<td>31.</td>
<td>ISO</td>
<td>International Organization for Standardization</td>
</tr>
</tbody>
</table>
### 2.2 Definitions

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder</td>
<td>An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document</td>
</tr>
<tr>
<td>2.</td>
<td>Department / Purchaser</td>
<td>Department of Information and Public Relations, Govt. of Punjab</td>
</tr>
<tr>
<td>3.</td>
<td>Successful Bidder</td>
<td>The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.</td>
</tr>
<tr>
<td>4.</td>
<td>Week</td>
<td>Designated timeframe consisting of five days excluding any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.</td>
</tr>
<tr>
<td>5.</td>
<td>Day</td>
<td>Any day which is not a Saturday or Sunday or a public holiday (As declared by Government of Punjab).</td>
</tr>
<tr>
<td>6.</td>
<td>Total Contract Value</td>
<td>This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project.</td>
</tr>
<tr>
<td>7.</td>
<td>Designated Authority</td>
<td>Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.</td>
</tr>
<tr>
<td>8.</td>
<td>Central/ State Government Organization</td>
<td>Centre or state-run PSUs, Statutory bodies and co-operative societies.</td>
</tr>
<tr>
<td>9.</td>
<td>Successful Event</td>
<td>Event for which work order and completion certificate of the work is available with the bidder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Study, Design, Development, Implementation and Operation &amp; Maintenance of an online software application, mobile application, Dashboard and MIS reports for Department of Information and Public Relations, Punjab which is integrated, automated and capable of pulling the news of the department or State Dignitaries from any e-paper available.</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>IT Solution</td>
<td>This means any person authorized by either of the parties i.e. Bidder and Purchaser.</td>
</tr>
<tr>
<td></td>
<td>Authorized Representative / Competent Authority</td>
<td>This means Purchaser or Bidder individually</td>
</tr>
<tr>
<td></td>
<td>Party</td>
<td>This means Department and Bidder, collectively</td>
</tr>
<tr>
<td></td>
<td>Parties</td>
<td>This means Department and Bidder, collectively</td>
</tr>
<tr>
<td></td>
<td>Request for Proposal (RFP)</td>
<td>This means this document and its annexure and any other documents provided along with this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.</td>
</tr>
<tr>
<td></td>
<td>Default Notice</td>
<td>This means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.</td>
</tr>
<tr>
<td></td>
<td>Request for Proposal (RFP)”</td>
<td>This means any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.</td>
</tr>
</tbody>
</table>
Section 3: Introduction

Department of Information and Public Relations, Government of Punjab envisaged a vision to introduce and strengthen e-Governance in Information and Public Relation Institutions (IPRIs) across the State and build associated capacities of the IPRIs for effective adoption of the e-Governance initiative. It aims to make effective use of Information and Communication Technology (ICT) in various activities related to Information and Digital Broadcasting. The fundamental focus of the Department is to minimize the manual way of working by leveraging ICT and to bring in efficiency and transparency in the existing processes/services. The Department aims to shift from Governance to e-Governance and m-Governance.

In order to achieve the vision and objective, the Department has prepared this RFP for ‘Selection of Implementing Agency for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Department of Information and Public Relations, Government of Punjab.

In this regard, Purchaser intends to select an Implementing agency for Study, Design, Development, Implementation and Operation and Maintenance of IT solution. The Bidders are invited to submit their Proposals in this regard.
### Section 4: Document Control Sheet

<table>
<thead>
<tr>
<th></th>
<th>Tender Inviting Authority Designation and Address</th>
<th>Department of Information and Public Relations, Government of Punjab, Punjab Civil Secretariat, Sector 1, Chandigarh – 160001</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>a) Name of the Work</td>
<td>Selection of Implementing agency for Study, Design, Development, Implementation and Operation and Maintenance of IT solution</td>
</tr>
<tr>
<td></td>
<td>b) e-Tender Reference number</td>
<td>2019_DIPR_38159</td>
</tr>
<tr>
<td>3.</td>
<td>a) Tender document availability</td>
<td>Can be downloaded from <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></td>
</tr>
<tr>
<td></td>
<td>b) Cost of Tender Document (Form Fee)</td>
<td>INR 5,000/- (Five Thousand only) is to be paid through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>. In case of any processing fees, it has to be borne by the bidder.</td>
</tr>
<tr>
<td>4.</td>
<td>Publication of E-Tender</td>
<td>23/11/2019</td>
</tr>
<tr>
<td>5.</td>
<td>Date, Time &amp; Venue for Pre Bid meeting</td>
<td>04/12/2019 at 11am in office of the Director, Department of Information and Public Relations, Government of Punjab, 5th Floor, Punjab Civil Secretariat, Sector 1, Chandigarh – 160001</td>
</tr>
<tr>
<td>6.</td>
<td>Release of corrigendum (if required)</td>
<td>06/12/2019 by 5pm</td>
</tr>
<tr>
<td>7.</td>
<td>Earnest Money Deposit (EMD)</td>
<td>INR 2,00,000/- (Two Lakh Only) through online mode only available on e-tendering portal.</td>
</tr>
<tr>
<td>8.</td>
<td>Performance Bank Guarantee</td>
<td>10% of the contract Value</td>
</tr>
<tr>
<td>9.</td>
<td>Last date for submission, Time and Place of Bid</td>
<td>16/12/2019 by 3pm on the e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></td>
</tr>
</tbody>
</table>
10. Date & Time for Opening of Pre-Qualification cum Technical bid | 17/12/2019 at 11am on the e-tendering portal [https://eproc.punjab.gov.in](https://eproc.punjab.gov.in)  

11. Date & Time for Opening of Commercial Bids | To be intimated later  

12. Method of Selection | Least Cost Selection (LCS)  


14. Address, Phone number & Email for Correspondence | Department of Information and Public Relations, Government of Punjab, 5th Floor, Punjab Civil Secretariat, Sector 1, Chandigarh – 160001  
Phone: 0172- 2740787, 2740354  
Email: diprpunjab2016@gmail.com  

Note: All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above mentioned websites only. No other separate communication or advertisement will be given.

The e-tendering portal would not allow any late submission of bids after due date and time as per server time.

Authority will not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.
Section 5: Eligibility Criteria

Tender is available on the State e-tender portal i.e. https://eproc.punjab.gov.in. This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification cum technical criteria. Any Bidder not meeting even one of the criteria as mentioned below shall be summarily rejected.

**Note:** For participating in the above RFP/e-tender, the bidders/ vendors shall have to get themselves registered with https://eproc.punjab.gov.in and get user ID & password. Class 2 or 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 0172-2970263, 0172-2970284 (Punjab Government working days from 9am to 5pm)

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

Only Companies/ Partnership firms/ Limited Liability Partnership Firms who meet the given minimum qualifying criteria of this document, as on the actual date are eligible to apply and bidders which does not meet the necessary eligibility criteria will not be considered for further evaluations. Any Bidder not meeting even one of the criteria as mentioned below shall be summarily rejected.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Form fee for Tender Document should have been submitted. (There is no exemption on this for any category)</td>
<td>INR 5,000/- (Rupees Five Thousand Only) through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>. In case of any processing fees, it has to be borne by the bidder.</td>
</tr>
<tr>
<td>S. No.</td>
<td>Clause</td>
<td>Documents Required</td>
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</tr>
<tr>
<td>2.</td>
<td>EMD should have been submitted. (There is no exemption on this for any category)</td>
<td>INR 2,00,000/- (Rupees Two Lakh Only) through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></td>
</tr>
</tbody>
</table>
| 3.    | The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932/ 2013 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008. **Note: Company/ Partnership Firm/ Limited Liability Partnership firm should be in existence from last one year from the date of submission of bid.** | • In case of a company, certificate of Incorporation should be submitted along with the Memorandum and Articles of Association.  
• In case of a partnership firm or Limited Liability Partnership firm, Partnership deed and certificate of Registration should be submitted.  
Joint Venture, Consortium and Sub-contracting is not allowed                                                                                   |
<p>| 4.    | Company/ Partnership Firm/ Limited Liability Partnership firm should be into software development business.                                                                                             | Certificate from the CA mentioning the nature of business of the company/ Partnership Firm/ Limited Liability Partnership firm or any other valid documents showcasing the nature of business.                               |
| 5.    | Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU/ Nationalized banks or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid. | • A self-certified letter as per the Annexure 15.1                                                                                                                     |</p>
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.</td>
<td>A self-certified letter as per the Annexure 15.3</td>
</tr>
<tr>
<td>7.</td>
<td>The bidder shall provide the Proposal covering letter (on company’s letter head) as per the format mentioned in Annexure 15.4 of this document.</td>
<td>Format mentioned in Annexure 15.4</td>
</tr>
<tr>
<td>8.</td>
<td>The bidder shall provide the General information about them (on company’s letter head) only in the format provided in Annexure 15.5 of this document.</td>
<td>Format mentioned in Annexure 15.5</td>
</tr>
<tr>
<td>9.</td>
<td>The bidder shall provide the Bidder's Authorization Certificate (on company’s letter head) only in the format provided in Annexure 15.6 of this document.</td>
<td>Format mentioned in Annexure 15.6</td>
</tr>
<tr>
<td>10.</td>
<td>Bidder shall furnish an affirmative statement/ self-declaration (on company’s letter head) only as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with Purchaser. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in this RFP.</td>
<td>Format mentioned in Annexure 15.7</td>
</tr>
<tr>
<td>S. No.</td>
<td>Clause</td>
<td>Documents Required</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>11.</td>
<td>Bidders should submit an unconditional declaration as per Annexure 15.8 on company’s letter head that all the requisite Declarations/ Covering Letter/Annexure/Documents submitted as part of, technical and financial bids are in the same format as given in this RFP and shall not include any conditional statements.</td>
<td>Format mentioned in Annexure 15.8</td>
</tr>
<tr>
<td>12.</td>
<td>Bidder should furnish unconditional declaration for Unconditional Bidding Documents in the format described in Annexure 15.9 of this document.</td>
<td>Format mentioned in Annexure 15.9</td>
</tr>
<tr>
<td>13.</td>
<td>Bidder should furnish unconditional declaration for Complete Responsibility of the project in the format described in Annexure 15.10 of this document.</td>
<td>Format mentioned in Annexure 15.10</td>
</tr>
<tr>
<td>14.</td>
<td>The IPR of complete IT Solution/application shall lie with Department. Bidder should furnish unconditional declaration for supporting the clause only in the format described in Annexure 15.11 of this document.</td>
<td>Format mentioned in Annexure 15.11</td>
</tr>
<tr>
<td>15.</td>
<td>The bidder must possess a valid GSTIN and PAN No.</td>
<td>Copy of the GST Certificate and PAN; however, payment will be made on using GSTN of Punjab only</td>
</tr>
</tbody>
</table>

All documents needs to be scanned and uploaded. No Physical copies are required.
Section 6: Terms of Reference

6.1 Broad Functional Requirements of the Project

1. The Implementing Agency would require to understand the complete requirements and prepare a blueprint/ Wireframes of the IT solution for effective implementation of the project.

2. Implementing Agency has to design, develop and implement an online software application, dashboard and mobile application based on the approval of blue print/wireframes by the Department.

3. The software application shall be more of an automated solution through which any news published with regards to State/ State Departments/ State Dignitaries etc. in the digital media such as e-papers should be auto pulled up and starts getting reflected in the Admin Dashboard from where, it will be sent to the Different departmental logins so that a proper reply can be sorted from them.

4. Defining parameters and preparing report formats for monitoring of news and replies of various departments.

5. Periodic generation of MIS reports in terms of replies, sensitive news, Department progress, Turnaround time vs actuals etc.

6. Any other activities/task in connection with the detailed level scope of work mentioned in the TOR.

6.2 Detailed Functional Requirement of the Project

6.2.1 Design, Develop, Implement and Maintenance of the Online Application and Dashboard

The CORE project is aimed at development of a comprehensive web based interactive IT application and dashboard. This application will act as a bridge between the Department of Information and Public Relations and other departments of the State. Futuristic scope would be to onboard the newspaper media agencies on this platform and share the news, information etc. through this application.

The Implementing agency would design, develop and perform the operation and maintenance of a complete online application and Dashboard which is not limited to track the progress of the replies from the departments but to display the detailed MIS reports comprising of State wise/ District wise/ Department wise etc. results based on the parameters finalized by the department which will further help in identifying the top and worst performers in the State.

Apart from the above, the Implementing agency shall develop APIs or any other electronic mode in order to fetch digital news from Google or e-papers etc. related to various
government schemes / departments/ State Dignitaries etc. from their online MIS portals in order to represent the consolidated data/information on the online dashboard. For this purpose, the Implementing agency shall have to coordinate with various Stakeholders and take the consensus of the template prepared for online dashboard. Implementing agency has to ensure that the api’s or the software application should be able to easily read the text and images from the e-papers available on the Internet and send the data to the dashboard.

In addition, the Implementing agency shall prepare the case study in form of audio visuals like documentaries/ animations etc. for top performing departments on basis of their performance evaluated by the online software application, which shall be showcased on the online Dashboard.

**Key Features of the Application/ Dashboard:**
- It is proposed that dashboard would be capable of providing functionality for visualization and instant data driven decision making.
- Enable data driven decision making that provide holistic understanding of the department’s functionality.
- Should display the department’s key performance indicators that can be monitored at least as a measure, visual indication of the status, progress over time etc.
- Tools such as filtering and drill-down should be used in dashboard
- Aggregation of data from numerous internal and approved external sources to provide contextualized understanding of key issues
- The dashboard can be accessed by the Departmental HoDs/Officials to monitor effectively and take necessary actions if needed.
- The data gets automatically updated without any assistance from the user. The Dashboard data gets updated on a daily basis.

**Connecting to Data:**
- Connecting to multiple data sources such as MSSQL, MYSQL, Any Web Services, APIs, Web Links and Excel spreadsheets, etc.
- In case of data transmission through APIs, both source and destination needs to be authenticated through secure APIs only. Moreover, in case of offline mode, the services shall not be get affected. The data shall automatically get synchronized when connectivity resumes.
- User Management: The admin should be able to manage the overall content of the dashboard and also should have the option to add/edit/modify/ delete contents. The administrator should be able to create users as per the requirement and assign necessary permissions to define/manage data.
Dashboard Design:

- Creating Summary Dashboard for Departments, State wise and District Wise.
- The numbers and visualizations shall indicate the situation and shall be easy to read and intuitive to understand. The design should be visually appealing, have a unified look and feel and provide easy navigation throughout. This may include:
  - **Analytics**: In form of graphs, bar/3-D bar with multiple lines, pie/3-D pie, line, scatter, time series.
  - **Mapping**: heat, bubble, animated bubble, choropleth map, tile, multi-layered
- Color coding to be used for top performing and worst performing Departments or areas to showcase important data.
- Filtering and selection capabilities can be easily added to reports with common action elements such as drop-down/combination boxes, check boxes and sliders
- The dashboard should be developed as Responsive supported on major hardware platforms such as Laptops, Desktops, Mobile, PDAs etc. The solution should automatically render a mobile view when opened on a mobile device.
- The dashboard needs to be integrated with the website suggested by Department.
- Data should be print friendly and user should be able to share the desired data via email, social media channels etc.
- Optimizing for printing and exporting to a digital document format such as Word, Excel or PDF

6.2.2 Design, Development and Implementation of Mobile Application

The Implementing Agency shall develop an Android based and iOS based mobile application having following capabilities:

- Capable to provide access to the registered users for viewing and replying to the digital news shared by Department of Information and Public Relations through the mobile app.
- Option to capture photos/images and geo-tag it.
- Capable to provide support for push notifications, alerts and flash messages.
- Mobile app to be integrated with the software application and dashboard developed by the Implementing Agency i.e. it shall be capable to exchange the data and push the results on dashboard and MIS reports.
- View/download reports generated through it.

Key Features of the Mobile App:

- Simplified user interface
- Android and iOS: These are two platforms on which the mobile app needs to be developed.
- Good Performance: Speed of loading must be less than 2 seconds. App should be developed keeping a great user experience in mind.
- Security: This issue is crucial to numerous applications. Implementation agency has to ensure that there is shall be no leakage of the applications data.
- Offline work: Normally, there are applications that should completely depend in its primary capacities on Internet connection. There can be features that are desirable over be kept for on the web. Hence, the Implementing agency shall ensure the application can work in offline mode.
- Support and upgrades: Implementing agency has to ensure regular support and upgrades as and when required.
- Social media integration: The mobile application shall be integrated with Social media platform to share the relevant data, in case needed.

Other Features:
- The application should support tri-lingual interface (Punjabi, Hindi and English).
- The mobile app need to alert the user to download the latest version, which ever available.
- The mobile applications should work in all networks irrespective of mobile device make and model.
- The mobile app should access Geo-location information in case the mobile device supports it and should be able to geo-tag the captured images.
- While developing mobile application, the Implementing agency should give preference to the Native Environment (e.g.: SDK android development Kit and iOS SDK). No open source tools shall be used.
- Mobile Apps must adjust itself automatically as per the screen resolution of the Mobile i.e. 1024*768, 1200*800 etc. Resolution independent Mobile App will automatically expand/compress itself as per the screen resolution.
- Menus and submenus should be created based on the page-tree as pages are added and subtracted.
- These should be styled entirely through Cascading Style Sheets (CSS) and stored in database.
- Administrators should have access to one log in the backend or individual logs of each page where user can view from which ever place the Mobile App is viewed with daily reports.
- An administrator can grant as little or as much control to content editors or groups as needed to other controlling accounts to the Mobile App, which means if a user has to update any section in Mobile Apps, for example Reports section, then user
can modify only Reports section. All other sections should appear disabled to that user.

- All aspects of the core functionality should be styled on the Mobile Apps. Most extensions should be styled through CSS.
- SMS Gateway: The online software application shall be integrated with SMS gateway in order to notify the involved stakeholders.

### 6.2.3 Training to the Stakeholders

The bidder shall conduct training sessions on the online software and mobile application for all the stakeholders related to the Department. The bidder shall also prepare Computer Based Tutorials (CBTs)/ digital learning/ innovative learning solution on the basis of software application and mobile application prepared by the bidder, which shall facilitate the Department Officials for understanding the workflow of the software and mobile application.

### 6.2.4 Operation and Maintenance

The Implementing Agency will be required to operate and maintain the complete end to end IT Solution (that includes software application, mobile application, Dashboard and MIS reports) for a period of two (2) years after Successful implementation / date of final Go-Live of the IT Solution. The various activities to be performed by the Implementing agency during this phase is mentioned below:

### 6.2.5 Preferred Technology and Standards

The system should be developed using latest web technologies following proposed technology as per Ministry of Electronics and Information Technology (MeitY) Guidelines and Mobile Apps should be developed using native frameworks of Android and IOS i.e. Android Software Development Kit (SDK) and iOS SDK Platform.

Standards: The application needs to be compliant with all GIGW guidelines and WCAG guidelines.

**Please Note: The Functional requirements for the project have been indicatively listed in above sections & shall not be treated as an exhaustive list of activities.**

However, it is the total responsibility of the Implementing agency to analyze in details the complete Functional requirements that should be required in Complete IT Solution for the Department as well as other requirements of various stakeholders. These are to be finalize during system study phase & documented in detail in the comprehensive
Functional Requirement Specifications (FRS) and System Requirement Specifications (SRS) documents to be prepared & submitted by the Implementing agency.

6.2.6 Approach to Project Implementation

Seeing the complexity and the stakes involved, a phased project implementation approach has been adopted by Department for implementation of end to end IT Solution.

The complete activities have been planned under various phases as given below:
1) **Phase-1**: Detailed Functional Requirement study, System Requirements Study and System Design.
2) **Phase-2**: Design, Development, implementation, configuration, integration and software testing of IT Solution.
3) **Phase-3**: Supporting User Acceptance Testing of the IT Solution.
4) **Phase-4**: Deployment of required infrastructure for Operationalization of IT Solution.
5) **Phase-5**: Training to staff members of Department as well as other stakeholders for effective use of the system.
6) **Phase-6**: Go-Live of IT Solution.
7) **Phase-7**: Operation and Maintenance of the entire IT Solution.

The indicative list of activities to be performed by IA in each of the above phase has been mentioned in the sections below but shall not be treated as an exhaustive list of activities. It is the entire responsibility of the Implementing agency to perform all the requisite activities required for successful implementation of end to end IT Solution in Department.

**Phase 1: Detailed Functional Requirement study, System Requirements Study and System Design**

The various activities to be performed by the Implementing agency during this phase will be mentioned as below but are not limited to:
1. The IA shall prepare & submit an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed as part of the project along with the scope and duration of each of the activity.
2. The minimum indicative requirements for the proposed IT Solution in terms of broad level Functional Expectations have been provided above in this document.
3. However, the IA needs to go through this TOR, and shall perform its own individual assessment by consulting with Department, to obtain more details on the current scenarios & various other requirements of the project envisaged in this TOR.
4. The IA shall ensure to conduct a detailed Functional Requirements gathering and prepare a Functional Requirements Specifications (FRS) document. The IA shall
have to get a sign-off separately for the Functional Requirements Specifications (FRS) document.

5. The selected IA will be free to suggest re-engineered processes as per the Standard Market Practices. But any such processes will be effective only after due approval from Department.

6. The IA shall perform its own individual assessment, conduct comprehensive discussion with Department and subsequent analysis to ensure that each of the requirements captured during the FRS are covered in the system/software requirements analysis done as part Software Requirement Specifications (SRS) and are later captured in the IT Solution. The IA shall have to get a sign-off separately for the Software Requirement Specifications (SRS) document.

7. The IA shall also prepare a requirements traceability matrix (RTM) mapping the requirements specified in the FRS (signed off) with the sections dealing with those in the Software Requirement Specifications (SRS).

8. The IA shall have to ensure that both the Functional Requirements Specifications (FRS) document as well as Software Requirement Specifications (SRS) document for IT Solution, shall detail the requirements of the complete solution up to the last possible detail.

9. The IA shall prepare & submit a comprehensive Systems design documents for the IT Solution based on the FRS & SRS document signed off from Department. This design should include Solution Architecture/Designing, user interface designs, API’s being used Database designing, Application Software development, Security planning; Hardware Sizing; Bandwidth Utilization, Software / Hardware Deployment Model, etc. for the IT Solution.

10. The IA shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions, performance and especially the security of the IT Solution & shall ensure that the Systems design documents should adhere to the industry wide best practices.

11. During the system design, the IA shall make necessary provisions for management reports (if any), dashboards, business intelligence tools for report extraction etc., SMS gateway and Data migration in line with the expectations from IT Solution provided in the functional requirements. It is very important that the IT Solution should be able to support all latest common browsers (like Internet explorer, Mozilla, Chrome etc.).

12. The IA shall ensure that the IT Solution would also require the use of unique user IDs and passwords for authentication purposes and OTP’s as applicable.

13. The IA shall have to get a sign-off separately for the Systems design documents from Department.
Phase-2: Design, Development, implementation, configuration, integration and software testing of IT Solution

The various activities to be performed by the Implementing Agency during this phase will be mentioned as below but are not limited to:

1. The IA shall deploy a dedicated team experienced in development, configuration, customization, integration and testing, implementation, deployment of the proposed IT Solution for Department.
2. The IA shall perform the IT solution development/configuration based on the Functional & Software requirement specifications and solution design finalized thereof. The development/configuration process should ensure that the standards specified during the design phase are adhered to during the entire cycle. A standard methodology shall be adopted for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
3. The IA shall update the Requirement Traceability Matrix (RTM) mapping the software components developed or deployed with the requirements specified as part of the FRS/SRS.
4. The development of the IT Solution for the Department should be performed at the premises of the IA for which the IA should have the following minimum supporting infrastructure in their premises –
   a) Application Staging Server
   b)Database Staging Server
   c) Version control & management server
   d) Build Server
   e) Developer Machines
5. The IA shall design & develop the user interfaces as per the Department’s requirements and implement workflows, within the application system, with well-defined business rules.
6. The Department shall have total and exclusive Intellectual Property Rights over the source code written for developing or customizing the IT Solution for Department.
7. The IA must ensure that granularity is built in the IT Solution application modules, sub modules and individual functionalities so that these functionalities can be enabled or disabled through the application administrator as per requirement.
8. The system must possess easy-to-use user interfaces, able to perform tasks with minimum of clicks, maximum select options and provide suitable short-cuts wherever possible and guided through screens.
9. The IA shall ensure adherence to all relevant standards as defined, applicable and notified by Government of India (GoI)/ Information Technology ACT from time to time.
10. The IA must ensure that any changes made to database are captured centrally and securely stored, such that the audit trails cannot be manipulated by anyone including super users and DBAs. There should also be facility to send alerts for the suspicious activities or attempts to policy violations.

11. The IA shall ensure the requisite software testing internally before releasing it to any user.

12. The IA would be required to provide / facilitate centralized MIS reports (if any) to meet the reporting requirements of Department. The Implementing Agency will also ensure anytime-anywhere availability of these MIS reports.

**Phase-3: Supporting User Acceptance Testing of the IT Solution**

The various activities to be performed by the Implementing Agency during this phase will be mentioned as below but are not limited to:

1. The IA shall provide Plans for User Acceptance Tests (UAT) and System Integration Tests (SIT) to Department and/or its designated Third Party Agency.

2. IA shall provide and ensure all necessary support to the Department or to any third party conducting the Acceptance Testing including sharing necessary project documentation, source code, and systems designed & developed, testing strategy, test cases developed for the project, test results etc. The IA would be required to facilitate this process and it would be incumbent upon the IA to meet all the criteria.

3. Purchaser and/or its designated Third Party Agency would perform a detailed acceptance testing over the application deployed, from where the system is expected to be accessed i.e. test from the web portal.

4. The IA shall help the end user in performing the testing of the solution based on the test plan and criteria; document the results and shall fix the bugs found during testing.

5. The IA shall ensure to incorporate the necessary changes in the IT Solution as many number of times till the system has been accepted by the end user.

6. The acceptance of application would be essential before Go-Live of IT Solution.

**Phase-4: Deployment of required infrastructure for Operationalization of IT Solution**

The various activities to be performed by the Implementing agency during this phase will be mentioned as below but are not limited to:

1. The IA shall have to make deployment of requisite Infrastructure in any Meity approved Data Center/ Cloud for Operationalization of Web Application/IT Solution for which prior approval of Datacentre/cloud has to be taken from the purchaser.
2. This includes installation/configuration of required system software, SSL certificate, application software, relevant database, OS, integration tools and other requisite hardware / software’s as per the BoM / licenses procured. The SSL certificate shall be enable from the date of Go-Live.

3. The IA shall ensure hardware configuration & complete software’s installed shall in conformance to the industry standards & must adhere to prevalent data center/Cloud policies to facilitate smooth running of the end to end IT Solution.

4. The IA shall also describe and document the process to be followed for installing and operating the same.

5. The IA shall ensure the complete system testing internally and performing necessary GIGW Certification from STQC and security audits from CERT-IN empanelled vendors before making it Go-Live. The IA should adhere to the following, but not limited to:
   a) The IA shall design the testing strategy, test cases and conduct testing of various components of the solution deployed.
   b) The testing of IT Solution shall include all the components viz. the functional, operational, security and performance requirements of the project.
   c) The objective of testing is to ensure that the entire system in totality, including all hardware, software and human components, which are part of this project, performs as per the objectives laid down in this document. The results coming out from the testing process should ensure that the objectives enshrined here are met successfully.
   d) The IA shall have to share the testing strategy and the test cases with the Department.
   e) The IA shall perform the testing of the solution based on the test plan and criteria; document the results and shall fix the bugs found during testing.
   f) The IA shall also ensure necessary security audits from the State designated agency/third party, if nominated by Department in addition to mandatory GIGW compliance from STQC & yearly security audits from CERT-IN / CERT-IN empanelled vendors.
   g) It is ultimately the entire responsibility of the IA to ensure that the end to end IT Solution delivered by the IA meets all the requirements specified in this TOR and the signed off FRS & SRS.

Phase-5: Training to staff members of Department as well as other stakeholders for effective use of the system

The various activities to be performed by the IA during this phase will be mentioned as below but are not limited to:
   1. The IA shall conduct Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. In addition, the
assessment of technical training needs shall also be assessed and finalized in consultation with the Department. The IA shall be responsible for conducting Training as per the scope of work and as per the detailed training strategy plan.

2. The IA shall develop & provide relevant training materials to all members. The training pedagogy will be designed to impart hands-on experience with adequate usage of cases and scenarios to the extent feasible. The training content and material prepared by the IA shall be approved by the Department.

3. Training content will focus on scenarios and case studies with respect to each type of operation with the purpose of giving a realistic approach to the trainee on how to handle a particular case. Also, stress would be on giving as much hands-on experience as required to make the trainees fully conversant and able to work effortlessly on the application.

4. The IA must impart training to all the concerned staff members of Department & other stakeholders to make them well conversant with the functionalities, features and processes built in the new system. This is aimed to ensure smooth operations enabled through new system. In addition, trainings should also include Technical trainings for its identified developers on management of the entire solution, template designing, Patch Management, etc.

5. The duration of training shall be finalized jointly by the IA and Department. However the period should be sufficiently long for effecting meaningful assimilation of training content by an average user.

6. The IA should conduct trainings in the training facilities provided by the Department however, the training materials shall be provided/arranged by the IA itself for further distribution to training members. In case of requirement for any printed training materials, the required number of copies shall be printed by Department at its own cost.

7. The IA shall also be responsible for re-training the above staff free of cost whenever changes are made in the application and/or personnel.

8. It is the responsibility of the IA to identify the exact effort required for conducting the training and quote accordingly in the commercial bid. The Department will not entertain any type of claims caused by delays or wrong estimation done by the IA.

Phase-6: Go-Live of IT Solution

The various activities to be performed by the Implementing Agency during this phase will be mentioned as below but are not limited to:

1. The IA shall ensure that the complete IT Solution has successfully passed the requisite system testing & security audits for all of the components viz. the functional, operational, security and performance requirements of the project.
2. The IA shall ensure the usernames and passwords have been created in line with the roles & responsibilities assigned to each individual & as per workflows defined in the system
3. Necessary Back up & restoration procedures have been well defined & put in place.

Phase-7: Operation and Maintenance of the entire IT Solution
The various activities to be performed by the Implementing Agency during this phase will be mentioned as below but are not limited to:

1. The Implementing Agency will be required to operate and maintain the complete end-to-end IT Solution for a period of Two (2) years after Successful implementation / date of final Go-Live of the IT Solution.
2. The IA should ensure the requisite yearly security audits from CERT-IN / CERT-IN empanelled vendors and submission of audit reports / certificates to Department as well as Hosting Agency.
3. The IA will be required to provide the Technical Support for the applications not limited to:
   a) Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality.
   b) Provide the latest updates, patches / fixes, version upgrades relevant for the application software components.
   c) Software version control and software documentation management reflecting features and functionality of the solution.
   d) Installation of the necessary patches and application upgrades
4. The IA should ensure the availability of developed MIS Reports and will have to undertake the upgrade of the MIS to meet the future requirements of the Department.
5. To look after the application database and data security related matters and to maintain security features.
6. Purchaser at its discretion will also undertake an exercise for complete audit of the IT Solution through a state designated agency / third party before the Go-Live of application or at any time (as required) during the contract period. Department will have the complete rights to verify all the components of the system viz. the functional, operational, security and performance requirements etc.
7. IA shall coordinate with the Department and/or the nominated agency for performing the complete audit as per the need arises on applications changes or as required annually as part of statutory security audits prescribed by the Government/IT Department from time to time. During the audit process the Department will only play the role of observer and facilitator, while the IA will be responsible for ensuring that the audit is successfully concluded and appropriate approval is received from the designated auditor. All the requisite changes as a
result of audit findings have to be incorporated by the IA without any extra cost & delay.

8. At the end of the contract period or in the event of termination of contract, the IA is required to provide necessary handholding and transition support, handing over the entire IT Solution (including source code, program files, configuration files, setup files, project documentation etc.), addressing the Queries/clarifications of new IA selected by Department.

9. During the exit/transition management process, it is the responsibility of the IA to address and rectify the problems identified with the IT Solution of Department.

10. During the contract period, the IA shall ensure that all the documentation including policies, procedures, configuration documents, etc. are kept up to date and all such documentation is handed over to Department during the exit management process.

11. At its discretion the Department may also extend the contract period on mutual terms with the exiting vendor or may select the new IA for smooth running of the IT Solution.
Section 7: Payment Schedule, Deliverables & Timelines for Project Implementation

The project would need to be implemented and fully operationalize within a period of maximum of 75 days. Desired timelines for the completion of different phases of project along with the payment schedule and deliverables are indicative as below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Milestones</th>
<th>Payment (% of total cost of Project value)</th>
<th>Desired Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completion of Phase 1: Detailed Functional Requirement study, System Requirements Study and System Design. Payment will be released post approval from the Purchaser on the Wireframes, FRS, SRS and the System Design.</td>
<td>10%</td>
<td>T+15 Days</td>
</tr>
<tr>
<td>2.</td>
<td>Completion of Phase 2: Design, Development, implementation, configuration, integration and software testing of complete IT Solution. Payment will be released post submission of the staging URL for testing of the complete software application and .apk file and .ipa file for complete android and iOS mobile application as per the approved Wireframes, FRS, SRS and system design in Phase 1. In addition, successful bidder has to give a certificate mentioning that software application and mobile applications have been internally tested by the bidder</td>
<td>10%</td>
<td>T + 30 Days</td>
</tr>
</tbody>
</table>

4. Completion of Phase 4: Deployment of required infrastructure for Operationalization of IT Solution. Payment will be released post working of the software application on the infrastructure provided by the Purchaser. Purchaser will be approving the same. | 15% | T + 50 Days

5. Completion of Phase 5: Training to staff members of Purchaser as well as other Stakeholders for effective use of the system. Payment will be released post approval from the Purchaser that training has been successfully conducted. | 15% | T + 60 Days

6. Completion of Phase 6: Go-Live of software application along with the mobile applications (android and iOS both) | 20% | T + 75 days

7. 3 months after Go-Live Date | 15% |

8. 6 months after Go-Live Date | 15% |

9. Operation and Maintenance of the complete IT Solution for a period of two (2) years after Go live | Quarterly Payments to be made (on a pro-rata basis) | 2 Years from Date of Going live
Note:

1. Payment for any of the milestones will only and only be released post submission of the Performance Bank Guarantee to the Purchaser.

2. The Purchaser reserves the right to deduct portion of the agreed fee of the successful Bidder, in case of any deficiency in the services rendered as per the Section 14 of this document.

3. Successful Bidder has to submit the complete breakup of the commercials which includes Requirement gathering cost, design cost, development cost for application and mobile application, MIS Dashboard, Manpower cost, Infrastructure cost, O & M COST etc. in detail after the award of the contract to the Purchaser and before signing of the agreement.

4. Security Audit: It is to be completed after signing of the UAT and before Go-Live.
Section 8: Financial Bid

Bidders who qualifies the Eligibility Criteria as per Section 5 of this document will be eligible for the Financial Bid Evaluation. Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Financial bid needs to be submitted on the State e-tender portal only i.e. [https://eproc.punjab.gov.in](https://eproc.punjab.gov.in) as per the below format. No hard copies or Scanned copies will be accepted.

<table>
<thead>
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<th>Sr. No</th>
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<th>Amount (In Words) for study, design, development, implementation of the IT Solution along with the Infrastructure, Manpower, Operation &amp; Maintenance cost for 2 years inclusive of all the taxes</th>
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Section 9: Bid Evaluation Process

9.1 Pre-Bid
Pre bid meeting will be conducted on 04/12/2019 in the office of the Director, Department of Information and Public Relations, Government of Punjab, 5th Floor, Main Secretariat, Sector 1, Chandigarh – 160001 at 11am where all the bidders can participate and clear any of the queries by giving that in writing. Bidders can request for any clarifications by submitting the queries in writing to the Purchaser on the letter head of the company/ firm or by sending an email at dipr.punjab2016@gmail.com as per the below format on or before the pre bid meeting and corrigendum (if required) will be released as per the date and time mentioned in the document control sheet of this tender document.

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Note: Bidders are requested to do a proper Research on the feasibility by exploring different API’s or tools before the Pre-bid meeting.

9.2 Bid Opening
- Purchaser will constitute a committee to evaluate the Bids submitted by Bidders. A two stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- Only two persons for each participating bidder’s shall be allowed to attend the Bid opening meetings.
• The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity for attending the bid opening.

• Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder’s offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee.

9.3 Bid Evaluation
The bid evaluation will be carried out in a two stage process as under:

  • Pre-qualification cum Technical evaluation.
  • Commercial bids evaluation.

9.4 Pre-Qualification/ Eligibility Evaluation

  • The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in this tender document.
  • Only the bidders who fulfill the given pre-qualification / eligibility Criteria shall be eligible for next round of evaluation i.e. Commercial bid evaluation.
  • Non-conforming bids will be rejected and will not be eligible for any further processing.
  • The eligibility criteria is mentioned in the Section 5 of this document.

9.5 Commercial Bid Evaluation

  • Commercial bids would be opened only for those Bidders whose bids are found to be qualified as per pre-qualification / eligibility Criteria mentioned in section 5 of this document.
  • The Bidders shall quote price as per commercial Bid format mentioned in the eproc.punjab.gov.in
• Purchaser will select the successful Bidder (L1) through the Bidding Process on the basis of lowest total contract value (TCV), submitted by the Bidder. Intimation would automatically be sent to the unsuccessful Bidders through the e-tendering portal.
• In case of a tie where the total contract value of two or more bidders match, re-tendering will be done.
• Purchaser's decision regarding Bidder's selection will be final and binding on all the Bidders.
• Failure to abide the RFP conditions may result into forfeiture of EMD & PBG.
• Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
• Bidder quoting negative rates will be treated as non-responsive and will result in forfeiture of the EMD.
• Errors & Rectification:
  ✓ If there is a discrepancy between words and figures in the financial bid, the amount in figures will prevail.
  ✓ If the bidder doesn’t accept the correction of error(s) as specified, its bid will be rejected and EMD will be forfeited.

9.6 Waivers

Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided. Such waiver does not prejudice or affect the relative ranking of any Bidder.
Section 10: Instructions to Bidders

10.1 General

- All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Purchaser on the basis of this tender.
- 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. Purchaser may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of Purchaser.
- This RFP does not constitute an offer by Purchaser. The bidder’s participation in this process may result in Purchaser selecting the bidder to engage towards execution of the contract.

10.2 Validity of the bids

- Bids shall remain valid till March 2022 from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, Purchaser may solicit the bidder’s consent to extend the period of validity. The request and the response there to shall be made in writing. Extension of validity period by the bidder should be unconditional.
- Purchaser reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

10.3 Tender Document Fees

The bidder may download the tender document from the website as mentioned in document control sheet. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet. Any processing fees associated with the tender document fees needs to be borne by the bidder. This fees in non-refundable and non-transferable.

10.4 Amendment to the Tender document

- Amendments necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. It shall be the responsibility of
the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Purchaser shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

- The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- Purchaser, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

10.5 Clarifications on Submitted bids

During process of evaluation of the Bids, Purchaser may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

10.6 Earnest Money Deposit (EMD)

- The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- The EMD shall be in Indian Rupees and bidder has to pay through online mode.
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder.
- The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- The Earnest Money will be forfeited on account of one or more of the following reasons:-
  ✓ Bidder withdraws its bid during the validity period specified in the RFP.
  ✓ Bidder does not respond to requests for clarification of its bid.
  ✓ Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.
Bidder submits any forged document as per the eligibility criteria of this document

10.7 Preparation of Bid

The Bidder must comply with the following instructions during the preparation of Bid:

- The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder’s own risk and may be liable for rejection.

- The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. 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. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.

- The bid shall only be uploaded on the www.eproc.punjab.gov.in website by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.

- All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.

- No bidder shall be allowed to modify, substitute, or withdraw the Bid after last date of its submission.

- The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Purchaser to facilitate the evaluation process, in negotiating definitive “Successful bidders” and 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.
• Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
• Failure to comply with the below requirements shall lead to the Bid rejection:
  ✓ Comply with all requirements as set out within this RFP.
  ✓ Submission of the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this tender.
  ✓ Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

10.8 Disqualifications
Purchaser may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

• Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
• Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three financial years.
• Failed to provide clarifications related thereto, when sought;
• Submitted more than one Bid (directly/in-directly);
• Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
• Submitted a bid with price adjustment/variation provision.
• Documents are not submitted as specified in the RFP document.
• Suppressed any details related to bid.
• Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
• Submitted bid with lesser validity period
• Any non-adherence/non-compliance to applicable RFP content

10.9 Deviations
Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission.
10.10 Notification of Award of Contract
Purchaser will notify the Successful Bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee.

10.11 Performance Bank Guarantee
Performance Bank Guarantee equivalent to 10% of the total contract value rounded off to the nearest thousand Indian Rupees from a Scheduled Commercial Bank in India in favour of Department of Information and Public Relations, Punjab. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the Annexure 15.2 and would remain valid until September 2022 from the day contract is signed. The claim period and other details of the Performance Bank Guarantee are as per Section 15.2 of this document. The Performance Bank Guarantee shall be submitted within 7 (Seven) days from the day Tender is awarded. Performance Bank Guarantee would be returned only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. EMD of successful bidder will be returned on the submission of performance bank guarantee.

10.12 Signing of the Contract
- The Successful Bidder will sign the contract with Purchaser within 7 working days of the release of notification and submission of Performance Bank Guarantee.
- After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

10.13 Fraud and Corrupt Malpractices
All the Bidders must observe the highest standards of ethics during the process of selection of “Successful Bidder" and during the performance and execution of contract. For this purpose, definitions of the terms are set forth as follows:
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.
• "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Purchaser - of the benefits of free and open competition.

• “Unfair trade practice” means supply of services different from what is ordered on, or change in the Scope of Work.

• “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

• Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, unfair trade or Coercive practices.

• Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

10.14 Confidentiality
The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Purchaser or operations without the prior written consent of the Purchaser.

10.15 Duties, Taxes and Statutory Levies
1) The Bidder/ Successful bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
2) The Bidder/ Successful Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Purchaser for the work done under this Contract.
3) The Bidder/ Successful bidder shall bear all taxes and duties etc. levied or imposed under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Service Tax, Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns
and all other connected documents required for this purpose. The Successful Bidder shall also provide such information to the Purchaser from time to time, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

4) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Successful Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Successful Bidder under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the Successful bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

5) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Purchaser shall not bear responsibility for the same.
Section 11: Award of Contract

11.1 Notification of Award of Contract
Purchaser will notify the successful Bidder online for Award of the contract. The notification of award will constitute the formation of the contract after submission of performance bank guarantee.

11.2 Signing of the Contract
The Successful Bidder will sign the contract with Purchaser within 7 working days of the release of notification and submission of Performance Bank Guarantee. After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

11.3 Validity of the Contract
The Contract / Agreement will be valid till March 2022, with the provision for extension based on requirement. The contract may be extended for a further period at the same terms and conditions subject to mutual consent.

11.4 Expenses for the Contract
The incidental expenses of execution of Contract shall be borne by the successful Bidder.

11.5 Failure to abide by the terms of Contract
Failure of the successful Bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient reason for the annulment of the award, in which Purchaser may forfeit the EMD, Performance Bank Guarantee or both. In this case, an offer will be made to second lowest bidder, else, re-tendering will be done.

11.6 Invoicing
1) The Successful bidder needs to obtain Approval from Purchaser after every deliverable. Following this, the Successful bidder shall submit invoice to Purchaser along with the deliverables mentioned in the Payment schedule section of this document.

2) The invoices shall be raised using GST No. of Punjab only.
Section 12: General Contract Conditions

12.1 Standards of Performance
The Successful Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful bidder to the Purchaser. The Successful bidder shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the RFP in totality.

12.2 Contract Period
The contract signed with “Successful Bidder” shall be valid till December March 2022 from the date of signing of contract. If the services of the Successful Bidder are found satisfactory, contract may be extended by mutual consent on the same terms & conditions.

12.3 Prices
- The charges quoted in the commercial bid shall be inclusive of all statutory duties & taxes.
- The prices shall remain valid for the complete contractual period. No upward revision in prices will be accepted after opening of the bids and during the validity of the contract. However, the “Successful Bidder” will pass on the benefit of any downward revision in the prices to the Purchaser. Such downward revision in prices (or a better price offer by the Successful bidder) must be intimated to the Purchaser in writing. Such downward revision in prices shall be in proportion (or higher) to decrease in the publicly declared rates of the Successful Bidder or its sub-contractors/ partners/ vendors. Purchaser will validate the downward revision of prices and notify the new prices to the successful bidder. The revised prices, once notified by Purchaser, shall apply for all in-force and subsequent work orders. All invoices of in-force work orders too shall make immediate reference to the revised rates from the date on which the Successful bidder intimates the Purchaser.
- In case it comes to the notice of the Purchaser that there has been a significant decrease in prices in the market, the Purchaser may request the concerned “Successful Bidder”, to revise the prices accordingly.
Once the contract is awarded, successful bidder will have to provide the complete breakup of the price separately for the price quoted for study, design, development, implementation and operation and maintenance of the IT solution as per this RFP.

12.4 Applicable Law
Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

12.5 Termination of Contract or Work Orders
12.5.1 Termination of Contract for default:
• The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
  ✓ If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
  ✓ If the Successful Bidder fails to bid or respond for three consecutive bid given by the Purchaser without assigning any satisfactory reason to Purchaser in writing or on email; or
  ✓ If the Successful Bidder fails to perform any other obligation(s) under the contract; or
  ✓ Laxity in adherence to standards laid down by the Purchaser; or
  ✓ Discrepancies/deviations in the agreed processes and/or Services; or
  ✓ Violations of terms and conditions stipulated in this RFP.
• In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
• If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant
information to the Purchaser in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Purchaser.

- During the transition, the Successful bidder shall also support the Purchaser on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Purchaser right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a ‘New Service Provider’ completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Purchaser or the “Successful Bidder” can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.

12.5.2 Termination of contract for Convenience:
Purchaser reserves the right to terminate, by prior written 1 months’ notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

12.5.3 Termination of contract for Insolvency, Dissolution, etc.:
Purchaser may at any time terminate the Contract by giving written notice of not less than 7 (seven) days to the Successful bidder, if the concerned “Successful bidder” becomes
bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the “Successful bidder” provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Purchaser.

12.6 Exit Management

- The duration of Exit Management will normally be of 1 month from date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the Purchaser will pay for the services consumed during the exit management period.
- During the exit management period and for 30 days post expiry of the work order / contract, the Successful bidder will not take action to stop the work as mentioned in this RFP as a result of the termination or expiry of contract / work order. In addition, during such period, the Successful Bidder will permit the Purchaser or its nominated agency to assess the existing services being delivered as per RFP.
- During the exit management period, the Successful Bidder shall ensure proper support as per the work order/ RFP so that the business of the Purchaser is not affected.
- The Successful Bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Purchaser / replacement Agency and which the Successful Bidder has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Purchaser and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- The Purchaser will issue a written sign-off after the successful transition from the Successful Bidder. Successful Bidder shall not delete any content till such a written signoff is provided by the Purchaser along with an explicit request to delete/ remove the content.
- The Successful Bidder will be paid only for the services rendered until the services are being rendered by the Successful Bidder. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Client.

12.7 Loss of Property and/or Life

- Any loss of property and/or life during preparations of the event and the event itself would be borne entirely by the Successful Bidder and Purchaser shall not be held liable for any claims. The Successful Bidder shall be responsible for the payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.
- The Successful bidder shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape.
- The Successful bidder shall abide by all the acts/laws prevalent in the country.

12.8 Representations and Warranties

The Successful Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder.

12.9 Force Majeure

- **“Force Majeure”** means an event beyond the control of the Successful Bidder and not involving his fault or negligence which are unforeseeable, restricted to, act of wars, riots or natural calamities.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- The Successful Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
12.10 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

- **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 10 days following the response of that party, then the same would be referred for arbitration.

- **Arbitration:** In case dispute arising between the parties, which has not been settled amicably as stated above, the aggrieved party shall refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 to an arbitrator appointed by the Purchaser. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

- Arbitration proceedings will be held at Chandigarh.

- The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by Purchaser and the “Successful bidder”. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

12.11 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

12.12 Bidder Responsibilities

- Nominate a senior person in the capacity of a Project manager, who will serve as the single point of contact for the Department and shall attend all meetings related to the project

- Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit a project plan and keep it updated at all times.
• Finalize the detailed requirements and suggest any improvements to the processes being followed by Purchaser that would be necessary as a result of the proposed IT Solution.
• Design, Develop, Test, Baseline and Release the software solution consistent with applicable guidelines of State/ GoI.
• Carry out necessary acceptance tests including certifications (as may be applicable) and report the test results including satisfactory conformance to requirements.
• Management of end to end IT Infrastructure including any system software, SSL certificate (with 2 year validity), application software, relevant database, OS, integration tools, hardware and other requisite software’s / licenses shall be procured by IA itself only to ensure smooth running / best performance of IT Solution. No extra cost shall be borne by the Purchaser in respect of the same.
• Provide Comprehensive Technical Documents and other deliverables as indicated under Section- 12.14 (Indicative Deliverables).
• Impart training to the end users and also develop Training materials.
• Ensure requisite infrastructure (Desktops/Laptops/Printers etc.) to the resources deployed (onsite/offsite) during the entire project.
• Provide implementation and other support services, as proposed and mutually agreed upon, to ensure that the solution is rolled out to all the participating stakeholders and is smoothly operational as per the work (project) plan that is agreed upon.
• Provide the said maintenance and support for a period of two (2) years. Such maintenance support period shall commence from the date the system is fully rolled out/Go-Live.
• During the maintenance and support period, successful bidder shall provide IT operations and administration of the installed solution in conformity with the State/Government IT policies, fix software defects, enhance the software as per an agreed plan and provide such other technical support and hand-holding necessary for the smooth functioning of the overall solution covered under the scope of the project in conformity with the agreed performance criteria.
• The selected bidder agrees to make good any defects and shortcomings in the software that is part of the agreed requirements.
• The bidder will be solely responsible for arranging/procuring requisite infrastructure including any system software, SSL certificate (with 2 year validity), application software, relevant database, OS, integration tools, hardware and other requisite software’s / licenses at his own cost and Purchaser in no case will be responsible for arranging any such software / tools.

• In the event of a major scope change involving significant time and effort over and above routine maintenance and support, the selected bidder shall facilitate the assessment of impact to technical matters, timelines, cost and also justify the effort involved. Further, the bidder agrees to implement these changes after obtaining approval from the competent authority. Only in case of significant changes to the solution by Department itself, the request for such change requests shall be accepted by Department in accordance with Section 6 of this RFP.

• Facilitate audit and assessments, as and when required.

• Submit periodic reports and support project reviews as may be agreed and necessary.

• At the end of Maintenance and Support period, assist in smooth transition of the operations to the Purchaser or a designated agency(s).

• Ensure all types of audits - GIGW compliance from STQC & yearly security audits from CERT-IN / CERT-IN empanelled vendors for the entire contract period.

• The Successful Bidder will at no time resort to plagiarism. Purchaser will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Purchaser against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.

• The successful bidder has to ensure that atleast 1 manpower resource (Project Coordinator cum senior developer) is deputed in the office of the Purchaser post going Live.

• The successful bidder has to submit the CV of the Manpower resource who will work on the project as per Annexure 15.12 of this document.

12.13 Purchaser Responsibilities

• Nomination of a single point of contact for all communications & interaction required for this project.
• Carry out project tasks which fall under the Purchaser responsibility, within reasonable time limits, particularly in matters related to providing all necessary data, reviews, approvals, acceptance, timely payments to the Bidder etc.
• Provide the required timely access to personnel, test data, clarifications, and decisions and to resolve any issues as may be necessary for the selected bidder to carry out their obligations under this contract (including the work plan).
• Report technical issues to the selected bidder’s personnel for resolution.
• Provide seating space, internet connectivity and basic office amenities preferably in Department to the agreed number of bidder personnel who will be involved in the course of the project.
• Formal requests for changes to IT Solution and conform to the agreed process in approving and implementing these changes.
• Purchaser shall have to make the necessary arrangements for hosting of IT Solution application in Cloud Environment based on the hosting space (details to be provided by the IA in their BOM) required for installation/configuration of IT Solution.
• Purchaser shall ensure providing necessary support/permissions for installation of requisite software licenses provided/procured by IA for Operationalization of IT Solution.
• Facilitate procurement/provisioning of necessary IT infrastructure limited to hosting space and SMS gateway as applicable.
• Facilitate acceptance testing, certification and roll-out of the project including any internal (organizational/statutory) issues that needs to be addressed for this purpose.

12.14 Indicative Deliverables

This section provides indicative deliverables to be submitted by IA; however actual deliverables will depend upon project specific requirements and will be finalized in consultation with Purchaser. The IA will have to submit the indicative deliverable as identified below, but not limited to:

1. Project Inception Report including Detailed Project Plan
2. FRS, SRS, High Level Design and Architecture Documents
3. Requirement Traceability Matrix
4. Performance Test Reports
5. Security Test Reports
6. UI Usability Report
7. Deployment Script
8. Training Material and SOP
9. User Manuals
10. Data Backup Process and Archival Process
11. Source Code
12. Infrastructure Design Document
13. GIGW compliant certificate from STQC and yearly Security Audit certificate (Safe to Host certificate) from CERT-IN/ CERT-IN Empanelled agencies.

12.15 Change Request

- No change requests shall be accepted by Department during the contract period (Implementation Period plus 2 years from the date of Go-Live) for any upgrades as part of the technical support cum O&M support from IA as well as from result of any necessary amendments from statutory compliances.
- The Implementing Agency have to make any changes/upgradation in the scope of work proposed by the Purchaser during additional three months from date of Go-Live. In case of any change request after those additional three months from date of Go-Live, the IA shall propose the change request scope and the committee shall evaluate the scope.
- The man month rate shared by the bidder while submitting the breakdown of the total cost to the Purchaser should be taken into consideration for additional work if any and separate work order will be issued.
Section 13: Reporting of Issues

The successful Bidder needs to provide the contact numbers of the Helpdesk support, email ID and addresses of at least 3 representatives of successful bidders. Any issue encountered with respect to the IT Solution as per the scope of work will be reported to the respective Helpdesk/ bidder representative by Purchaser or its officials via email or phone. It is the responsibility of successful Bidder to track the incident and ensure resolution within the prescribed SLA timelines specified in Section 14. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue.

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The Helpdesk or the representatives should be available during the normal business hours i.e. 9 am to 6 pm during all working days of the week. The Helpdesk operators/ Bidder representatives would have to perform various activities including:

1) Understanding the query/issue in the reported request. Query could be related to the following:
   - Technical Issue
   - Server Down etc.

2) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.

3) Forwarding the case to concerned representative of the successful bidder if the issue cannot be instantly resolved on the call and is related to something else which needs discussion.

4) In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the successful bidder’s team.
Section 14: Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to Purchaser for the duration of this Contract. Purchaser may regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA. For purposes of this Service Level Agreement, the definitions and terms as specified in the Contract along with the following terms shall have the meanings set forth below-

1) “Incident” refers to any event specifying the defect in any of the deliverable as per this tender document.

2) “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk/ representatives of the bidder) in resolving [diagnosing, troubleshooting and fixing] or time taken to resolve any of the issue highlighted by the Purchaser or its representatives.

14.1 Penalties

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Issue</th>
<th>Criticality</th>
<th>Resolution Time</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The successful Bidder needs to deliver 100% milestone as per the timelines shared in the Payment terms section.</td>
<td>High</td>
<td>As per the timelines</td>
<td>No penalty</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delay by 1 week</td>
<td>1% of the concerned milestone value for delay of 1 week or part thereof</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delay by 2 weeks</td>
<td>3% of the concerned milestone value for delay of 2 weeks or part thereof</td>
</tr>
</tbody>
</table>
2. The successful Bidder needs to resolve/address the issues post-delivery of every milestone or as and when it comes.

Note: This penalty will be calculated as per the 4th stage of the Payment Milestone i.e. 15% of the cost of the project apart from Operations and Maintenance.

<table>
<thead>
<tr>
<th>Delay by 3 weeks</th>
<th>5% of the concerned milestone value for delay of 3 weeks or part thereof</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 4 weeks</td>
<td>To be treated as Termination of Contract for Default</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Delay</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 24-48 hours from the time issue is logged</td>
<td>No penalty</td>
</tr>
<tr>
<td>Within 48 - 72 hours</td>
<td>1% of the milestone value for delay of 48 to 72 hours</td>
</tr>
<tr>
<td>Within 72 hours to 1 week</td>
<td>2% of the milestone value for delay of 72 hours to 1 week</td>
</tr>
<tr>
<td>Within 1 week to 2 week</td>
<td>3% of the milestone value per delay of 1 week to 2 weeks or part thereof</td>
</tr>
<tr>
<td>More than 2 weeks</td>
<td>4% of the milestone value per delay of 2 weeks or part thereof</td>
</tr>
<tr>
<td>More than 3 weeks</td>
<td>5% of the milestone value per delay of 2 weeks or part thereof</td>
</tr>
<tr>
<td>More than 4 weeks</td>
<td>To be treated as Termination of Contract for Default</td>
</tr>
</tbody>
</table>
1. If the Successful Bidder uses the brand/name of the Purchaser for any other commercial purpose without its permission, Successful bidder will be liable to pay the penalties imposed by the Purchaser. Penalty will be decided by the Purchaser in this case.

2. If the Successful bidder after taking up the work, leaves it incomplete/ delayed due to any reason, the successful bidder would have to pay 2 times the cost of the total contract value to the Purchaser. In case of failure, purchaser shall be at liberty to initiate legal proceedings on the successful bidder.

3. In case Successful bidder is found sharing of the data with anyone without the permission of the Purchaser, purchaser shall be at liberty to impose penalty or initiate legal proceedings on the successful bidder. Penalty will be decided by the Purchaser in this case.

4. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder. The Purchaser shall decide on the penalty to be imposed on the violation/ non-adherence to the service levels.

5. In case any pre-approved resource/ personnel is changed during the course of engagement, prior approval of the Purchaser is required before his deployment in the project. Man power resource changed without intimation to the Purchaser will lead to a penalty of Rs. 50,000 per change/ resource.

6. Failure to handover the designs, source code or any material or documentation (SRS, FRS, Wireframes, Design document etc.) related to this project on demand of the Purchaser will lead to a penalty of Rs. 1,00,000 per instance. In case of failure, purchaser shall be at liberty to initiate legal proceedings on the successful bidder.
Section 15: Annexures

15.1 Self-Declaration on not being blacklisted (To be scanned and uploaded)

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Declaration on not being blacklisted by any State/Central Government department, nationalized banks, PSUs, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,
I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state/central /Local Government or quasi-government entity, department, nationalized banks, PSUs agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:
Title:
15.2 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)

Performance Bank Guarantee (Draft Format)

Ref: ______________________________ Date: ______________________________

Bank Guarantee No.: ______________________________

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of Implementing agency for Study, Design, Development, Implementation and Operation and Maintenance of IT solution

WHEREAS

M/s. (name of Successful Bidder), a <company registered under the Companies Act, 1956/2013 or partnership firm registered under Indian Partnership act 1932/2013 or Limited Liability Partnership firm registered under the Indian Limited Liability Partnership act 2008, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ............ (herein after, referred to as “Contract”) with you for Selection of Implementing agency for Study, Design, Development, Implementation and Operation and Maintenance of IT solution in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake
to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e., .............<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till June 2022 from the date of signing of Contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until June 2022 from the date of signing of Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

i. Requiring to pursue legal remedies against the Department; and
ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has
/ have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only till June 2022 from the date of signing of Contract.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before June 2022.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated ........................... this .......... day ............... 2019.

Yours faithfully,
For and on behalf of the ............... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

**Note: In case of additional order, separate 10% Performance Bank Guarantee of the total value of raised quantity will have to be submitted/deposited by the selected bidder.**
15.3 Self-Declaration

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Declaration on neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Dear Sir,
I/We hereby declare that as of date, (Name of the firm/company) is neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)
Name:
Title:
15.4 Proposal Cover Letter

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: RFP for Selection of Implementing agency for Study, Design, Development, Implementation and Operation and Maintenance of IT solution

Dear Sir,

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for proposed project solution. To meet such requirements and provide such services as required and are set out in the tender document. We attach hereto the tender response as required by the tender document, which constitutes our bid.

We undertake, if our bid is accepted, to adhere to the implementation plan (Project schedule for providing Services in Study, Design, Development, Implementation, Operation and Maintenance of proposed project put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and Department or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 90 days from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Department.
We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Department is true, accurate, and complete.

This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead Department as to any material fact.

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

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

Dated this Day of 2019

(Signature and Seal/Stamp of bidder)
(In the capacity of________________)
Duly authorized to sign the Tender Response for and on behalf of:

Name of Company: ___________________
Address of Company: _________________

Witness Signature:.......................  
Witness Name:.............................  
Witness Address:..........................
15.5 General Information of the Bidders

**On company Letter head**

<table>
<thead>
<tr>
<th>General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Details of the Bidder</strong></td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

| **Details of Authorized person/representative of the bidder** |
| Name | Designation |
| Address |  |
| Mobile Number (s) | Landline Number (with extension if any) |
| Email |  |

Dated: 
Place: 
Signed and Sealed: (Authorized representative of the firm)

**Please Note:** All Fields are to be mandatory filled & should not be altered or left blank
15.6 Bidders Authorization Certificate

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Authorization Certificate

Dear Sir,

<Name> --------------------------------------- <Designation>----------------------------------- is hereby authorized to sign & stamped relevant documents on behalf of the <Company> in dealing with this RFP <RFP No. and Date>-----------------------. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory (s) of the Company

<Name>
<Designation>
<Seal>

Signature of the person authorized by the bidder

<Name>
<Designation>
<Seal>
15.7 Declaration for Conflict of Interest

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Self Declaration for Conflict of Interest

Dear Sir,

I, authorized representative of ____________, hereby solemnly undertake as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

In the event of any change/deviation from the factual information/declaration Purchaser reserves the right to terminate the contract without any compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place:
15.8 Declaration for Authenticity of Documents submitted

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Self Declaration for Authenticity of the document submitted

Dear Sir,

I, authorized representative of _________________________, hereby solemnly undertake that all the requisite Declarations/Covering Letter/Annexure/ Documents submitted as part of technical and financial bids are in the same format as given in the RFP and shall not include any conditional statements.

In the event of any change/deviation from the factual information/declaration Purchaser reserves the right to terminate the contract without any compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place:
15.9 Declaration for Unconditional Bidding Documents

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Self Declaration for Unconditional Bidding Documents

Dear Sir,

I, authorized representative of _________________________, hereby solemnly affirm that the Bid documents submitted as a part of technical and financial bid are unconditional in all respect considered for “Selection of Implementing Agency for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution”.

In the event of any change/deviation from the factual information/declaration Purchaser reserves the right to terminate the contract without any compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place:
15.10 Declaration for Complete Responsibility

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Self Declaration for Complete Responsibility

Dear Sir,

I, authorized representative of Bidder ____________________________for the purpose of bidding for “Selection of Implementing Agency for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution”. I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project in all respects.

In the event of any change/deviation from the factual information/declaration Purchaser reserves the right to terminate the contract without any compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place:
15.11 Declaration for Source Code and Intellectual Property Rights

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Information and Public Relations, Punjab
5th Floor, Punjab Civil Secretariat,
Sector 1, Chandigarh – 160001

Subject: Self Declaration for Source Code and Intellectual Property Rights

Dear Sir,

I, authorized representative of _________________________, hereby solemnly affirm to the IPR and Source Code rights as defined in this RFP document.

In the event of any change/deviation from the factual information/declaration Purchaser reserves the right to terminate the contract without any compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place:
15.12 Curriculum Vitae (CV) for Proposed Professional Staff Template

On company Letter head

1. Proposed Position [only one candidate shall be nominated for each position]:

2. Name of Firm [Insert name of firm proposing the staff]:

3. Name of Staff [Insert full name]:

4. Date of Birth: Nationality:

5. Education [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Educational Qualification</th>
<th>Name of the College/University</th>
<th>Month &amp; Year of Passing</th>
<th>Marks Obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

6. Total Years of Experience: ____________________________

7. Membership of Professional Associations:

8. Certifications, if Any:

9. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: Yes/No in speaking, reading, and writing]:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Languages</th>
<th>Read</th>
<th>Write</th>
<th>Speak</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Hindi</td>
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<td>Punjabi</td>
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<td>Any Other Language</td>
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</table>

11. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see
format here below): dates of employment, name of employing organization, positions
held, Project handled.):

i) Name of Employer: (Current Employer) _____________________
Position held: ____________________________________________
Dates of employment (From & To): __________________________
Project(s) handled: _________________________________________

ii) Name of Employer: _______________________________________
Position held: ____________________________________________
Dates of employment (From & To): __________________________
Project(s) handled: _________________________________________

12. Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly
describes myself, my qualifications, and my experience. I understand that any wilful
misstatement described herein may lead to my disqualification or dismissal, if engaged.

Place:

[Signature of staff member]
Day/Month/Year

Full name of authorized representative: