



Request for Proposal (RFP) for Software Development for Integrated Financial Management Solution (IFMS)



Department of Finance
Government of Uttarakhand

Tender No: 1887 /24(39)/MMP(T)/DTFS/2014

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The BUYER may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the BUYER is bound to select a Bidder or to appoint the implementation agency, as the case may be, for the assignment and the BUYER reserves the right to reject all or any of the proposals without assigning any reasons what so ever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of the proposal which include the cost of preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BUYER or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and the BUYER shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

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1. Fact Sheet

Topic	Details
Name of the Client/BUYER	Department of Finance, Govt. of Uttarakhand
Contact Person	<p>Arunendra Singh Chauhan Additional Director Directorate of Treasuries and Finance Services Government of Uttarakhand 23, Laxmi Road Dehradun- 248001 Uttarakhand</p> <p>Phone – 0135-3041504, 9927699652 Fax – 0135-3041520 Email – treas-ua@nic.in, aschauhan_in@yahoo.co.in</p>
Type of Bid	Three Bid System (Pre-Qualification, Technical and Commercial)
Language to be used	Bids should be submitted only in English language
Method of selection	The method of selection is Cost based Selection (CBS)
Date of Publishing of Tender	23rd February 2015 at 17:00 Hrs.
Purchase of RFP Documents	RFP can be downloaded from uktenders.gov.in .
Cost of RFP Documents	<p>The Bidders are required to submit the RFP document fee of INR. 2,270/- (Rs. Two Thousand Two Hundred Seventy only) in the form of a non-refundable demand draft drawn in favor of “Director Treasuries and Finance Services, Government of Uttarakhand” payable at Dehradun along with the Bid.</p> <p>Scan copy of the proof of RFP document fee to be submitted along with technical proposal. Physical demand draft of RFP document fee should be submitted to the BUYER before opening of Technical Bid.</p>
Pre-bid queries	All the Pre-Bid queries should be addressed to the “ Contact Person ” as above and be received on or before 9th March 2015 till 10:00 Hrs. through email only.
Pre-Bid Meeting Date	A Pre-Bid meeting will held on 9th March 2015 at 11:00 Hrs.
Pre-Bid Meeting	Directorate of Treasuries and Finance Services

Topic	Details
Venue	Government of Uttarakhand 23, Laxmi Road Dehradun- 248001 Uttarakhand
Bid Submission Address	The parties willing to participate in the Bidding will have to apply through the Electronic Tendering Procedure (e-Tendering) as per the guidelines issued by Uttarakhand State Government available on the web site uktenders.gov.in under the link " Bidders Manual Kit "
Bid Submission Start Date & Time	13th March 2015 at 14:00 Hrs.
Bid Submission End Date & Time	27th March 2015 at 12:00 Hrs.
Method of Submission of Bid Documents	Bidders must upload bid documents (Pre-Qualification, Technical and Financial) as per details mentioned in the requisite sections of the RFP on the e-Procurement portal of Uttarakhand Government i.e. uktenders.gov.in
Earnest Money Deposit (EMD)	Earnest Money Deposit of amount INR. Rs. 5.00 Lakh (Rs. Five Lakhs only) by Demand Draft/FDR/TDR in favor of " Director Treasuries and Finance Services, Government of Uttarakhand " and payable at Dehradun from any of the nationalized scheduled commercial bank. Scan copy of the EMD to be submitted along with technical proposal. Physical copy of the EMD should be submitted to the BUYER before opening of Technical Bid. OR Bank Guarantee as mentioned in Appendix I - Form 3
Date of opening of Pre-qualification Proposal	Pre-Qualification Proposal of submitted bids will be opened on 27th March 2015 at 15:00 Hrs.
Date of Opening Technical Proposal	Will be communicated later on to all pre-qualified Bidders
Date of Technical Presentation	Will be communicated later on to all pre-qualified Bidders
Declaration of Technical Evaluation Results	Will be communicated later on to all pre-qualified Bidders
Date of Opening Commercial Proposal	Will be communicated later on to all technically qualified Bidders
Performance Bank Guarantee	Amount equivalent to 10% of the total cost of work order to be submitted by selected Bidder as mentioned in Appendix IV - Form I

2. Request for Bid

Tenders are invited from eligible, reputed, qualified firms with sound technical and financial capabilities for “**Software Development for Integrated Financial Management Solution (IFMS)**” as detailed out in the Scope of Work under [Chapter 10](#) of this RFP Document. This invitation to bid is open to all Bidders meeting the Pre-Qualification criteria as mentioned in [Section 8.2](#) of this RFP Document.

3. Structure of the RFP

This Request for Proposal (RFP) document is for “**Software Development for Integrated Financial Management Solution (IFMS)**” for Department of Finance, Govt. of Uttarakhand, comprises of the following.

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

- ii. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
 - a. About the project and its objectives
 - b. Scope of work for the selected Bidder
 - c. Functional and Technical requirements/specifications
 - d. Project Schedule
 - e. Service levels for the selected Bidder
 - f. Exit Management plan and other terms & conditions to the contract

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder’s suitability to become the software development partner for Department of Finance, Govt. of Uttarakhand, to be referred as “the BUYER” in rest of this RFP document.

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

3.1. Basic Information

- a) The BUYER invites responses (“Tenders”) to this Request for Proposal (“RFP”) from eligible firms (“Bidders”) for the “**Software Development for Integrated Financial Management Solution (IFMS)**” as detailed out in the “**Scope of Work**” under **Chapter 10** of this RFP.
- b) This is an OPEN tender. Bids are invited from all the Bidders, who qualify the Pre-qualification criteria mentioned at various sections of this RFP.
- c) Any contract that may result from this Government procurement competition will be issued for a term of **27 Months of Implementation** (including Warranty & Support of 1 year post Go-Live) and **36 More Months (3 years) Annual Maintenance and Support** (“the Term”).
- d) The BUYER reserves the right to extend the Term (Annual Maintenance and Support) for a period of up to **2 more years** on the same terms and conditions, subject to the BUYER’s obligations at law.

4. Background Information

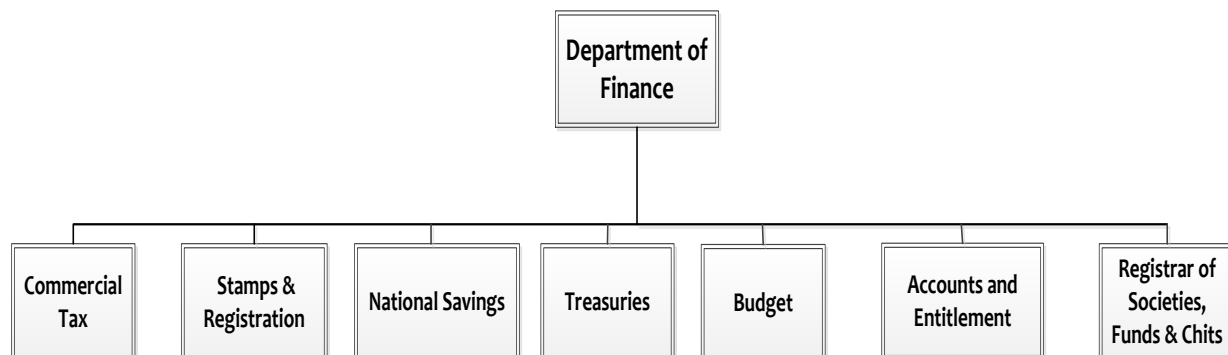
Uttarakhand was formed on 9th November 2000 as the 27th State of India, when it was carved out of northern Uttar Pradesh. Located at the foothills of the Himalayan mountain ranges, it is largely a hilly State, having international boundaries with China (Tibet) in the north and Nepal in the east. On its north-west lies Himachal Pradesh, while on the south is Uttar Pradesh. Dehradun is the Capital of Uttarakhand.

4.1. Department of Finance

Department of Finance largely performs the function of advising the Government on all financial matters. Department of Finance deals with all matters related to state finances, which includes Budgeting, Taxation, Registration, State Insurance schemes, State accounts, and coordination with Central Government etc. Department of Finance is also entrusted with the responsibility of framing rules regulating pay, emoluments and other service conditions of all Government employees. It has administrative control over the departments like Commercial Tax Department, Department of Stamps & Registration, Accounts & Entitlement, Registrar Firm, Societies and Chits, National Savings and Treasury Department. Department of Finance acts as a guide to various departments in policy matters, framing of Rules, amendments in keeping with the changing times to bring about efficient Finance administration. Department of Finance is headed by Principal Secretary, Finance who is supported by Secretary, Additional Secretaries, Joint Secretaries and other staff.

4.2. Departments of Finance and Line departments

The following figure shows the Department of Finance and its line departments.



4.3. Directorate of Treasuries

The Directorate of Treasuries is the custodian of Government money. It is accountable for usage of Government money and keeps accounts for all receipts and payments made to/by the State Government. The administrative control over the Department is exercised by the Department of Finance.

4.3.1. Functions of Treasury Department

Treasury department is the custodian of Government money. It performs various functions which are described below:

- a) Disbursement of Salaries
- b) Disbursement of Non-Salaried bills
- c) Disbursement of Pensions
- d) Selling and Inventory Management of Stamps
- e) CCL and DCL Accounts
- f) Maintenance of Personal Ledger Accounts
- g) Transmission of Details to other Departments
- h) Rendering of Accounts to the Accountant General

4.4. Department of Commercial Tax

The Department of Commercial Taxes is the Commissionerate function under the Finance Department of Government of Uttarakhand. Department of Commercial Taxes is headed by Commissioner Tax.

4.4.1. Functions & Services of Department of Commercial Tax

The Commissionerate is responsible for administering following functions

- a) Dealer Administration
- b) Return Filing
- c) Payment of Taxes/ Fees
- d) Refunds
- e) Challan management
- f) Tax Assessment
- g) Forms Issuance
- h) Appeal Management

4.5. Stamps and Registration Department

The Department of Stamp & Registration (DoSR) of Uttarakhand is under the purview of the Department of Finance. The Inspector General of Registration (IGR) is the highest authority in the DoSR. The registration department in Uttarakhand is divided into two zones headed by DIGs, comprising of thirteen registration districts. These are further sub-divided into forty six Sub-registrar offices.

4.5.1. Functions & Services of Stamps and Registration Department

The broad functions of Stamp & Registration Department are

- a) Registration of Immovable Property, Will & Power of Attorney
- b) Registration of Hindu Marriage

4.6. Budget Department

Preparation of Budget is one of the critical functions performed by Department of Finance. Every financial year, a statement of the estimated receipts and expenditure of the state for that year, called "the annual financial statement" (or the "budget"), is to be laid before both the House of the State Legislature. Budget can be rephrased as a political statement of the Government in power. In today's world citizens have taken a proactive role in understanding the Budget, which act as an effective tool for better governance. Department performs various critical activities like resource planning, estimation of receipts and payments etc. for formulation of Budget.

4.6.1. Functions & Services of Budget Department

Primary function of the department is to receive departmental budgets, finalize them and present them in the state assembly for approval. After the approval of the Budget, the Department of Finance processes the release of funds to various State Government Departments. Various activities involved in the process can be categorized as:

- a) Preparation of Resource Plan.
- b) Evaluation of Estimates submitted by government departments.
- c) Evaluation and approval of Proposals for new demands submitted by different Government departments.
- d) Allotment of unique 15 digit code to scheme.
- e) Formulation of Budget and bills which include:
 - State Expenditure details
 - Schedule of New Demand
 - State receipt detail
 - Memorandum of Principal Secretary Finance
 - Details of Posts in State
 - Budget Speech of CM (It is prepared manually and printed for distribution)
- f) Preparation of demands for Supplementary budget and revised budget.
- g) Preparation of various reports for reporting and controlling purposes like balance fund position, transactions with RBI etc.
- h) Re-appropriation & Surrender of budget.

4.7. Accounts and Entitlement Department

In Uttarakhand, Directorate of Accounts and Entitlements is established since 2001. The Director, Accounts and Entitlement has been given the powers of Head of Department for disposal of work related to Pensions, Group Insurance, Provident fund, loans and advance and Issue of pay slips (of officers of state judicial, financial services, IPS and IFS). Director Accounts and Entitlements have been authorized to execute all works which were executed by Director Pension, Director Panchayati Raj Accounts, Director Departmental Accounts and Director Group Insurance Scheme in Uttar Pradesh before the creation of Uttarakhand State. Director Accounts and Entitlements, Uttarakhand has also been nominated as drawing and disbursement officer for central Group Insurance Scheme belonging to officers of all India services of Uttarakhand cadre.

4.7.1. Functions & Services of Accounts and Entitlement Department

Accounts and Entitlement department provides PPO to pensioners, performs services related to GIS and CPS and acts as a financial advisor to Zila Panchayat etc. The section describes the aforementioned functions performed by the department.

- a) Preparation of Pension payment order
- b) Issuing Salary slip to IPS, IFS, Financial Services and Judicial Service departments
- c) Services related to Group Insurance Scheme
The services related to Group insurance scheme can be categorized as:
 - Maintenance of State Government employees accounts
 - Maintenance of AIS (All India Services) accounts
 - Claims from AIS accounts
- d) Services related to VPD
- e) Services related to Contributory Pension Scheme
 - Opening of Account
 - Monthly Deduction from the Salary

4.8. Registrar Firms, Societies and Chits

Registrar Firms, Societies and Chits department provides various services to Partnership firms, Societies and Chit funds registered with the department. Administration of registered societies is done under Societies Registration Act 1860. Administration of Partnership firms is done under the Partnership ACT 1932 and administration of Chit funds under the Chits Act 1892. The services are rendered to the beneficiaries through the web portal and thirteen regional administrative offices present in the state.

4.8.1. Functions & Services of Registrar Firms, Societies and Chits Department

This section provides an overview of the services offered by the Registrar of Firms, Societies and Chits department to its beneficiaries. The services are as under:

- a) Services related to Society
 - Registration
 - Renewal of Registration
 - Amendment in profile
 - Provide copy of the documents for registered society
 - Cancellation and Dissolution

- b) Services related to Partnership firms
 - Registration
 - Amendments in the Profile
 - Dissolution
 - Provide copy of the documents for registered firm

- c) Service related to Chit Funds
 - Registration
 - Information Dissemination
 - Website

5. Existing Setup

Existing Software Applications

Intranet Application

- Front End - Oracle Form Reporter 10G
- Middle ware – Oracle 10G IAS
- Database - Oracle 11G
- Hosting - Uttarakhand Finance Data Centre.

Internet Application

- Front End - Dot net 4.0
- Database - Oracle 11G
- Hosting - National Data Centre, New Delhi

System Users

- 5000 approx. concurrent users (at peak time) on frontend users on intranet
- 300 users on backend user on intranet
- 3.5 lacs approx. internet users

Existing IT Infrastructure

Hardware Details - Servers

Sl. No.	Item	Qty.	Specifications	Operating System
1.	Blade Server (Linux)	04	Intel Zeon Quad Core, 48 GB RAM, 2x146GB HDD	Red Hat Enterprise Linux 5.6
2.	Rack Server	03		Red Hat Enterprise Linux 5.6
3	Blade Server (Linux)	04	8 core, 64 GB RAM, 2x300 GB HDD	Red Hat Enterprise Linux 5.6
4.	Tower Server	01		Windows server 2008
5.	Blade Enclosure (8 Server)	02		Red Hat Enterprise Linux 5.6
6.	SAN	01	EMC with 5 TB Space	

System Software Details

Sl. No.	Item	Licenses
1.	Oracle 11G RDBMS	
2.	SQL developer v2.6	
3.	Microsoft Visual studio 2010	
4.	TOAD	
5.	Oracle Forms & Report Builder 10G	
6.	XManger	

6. Project Background

The project conceptualizes an **Integrated Financial Management Information System (IFMS)** for the Department of Finance, Govt. of Uttarakhand. The system aims to consolidate various reports and information that is provided by the line departments of the Finance department. The system would consolidate State Government's receipts and payments data, which would be provided by the Accountant General and Treasury department at the central server. The system would also provide real time information on financial status of Uttarakhand.

6.1.1. Objective of the Project

Major objectives identified through various round of discussions are:

1. Build an integrated finance information system to provide efficient transfer, storage and retrieval of information.
2. Effective and efficient monitoring and control of state revenue and expenditure through
 - a. Efficient fund management
 - b. Monitoring wage and means position
 - c. Monitoring and controlling Government liabilities
3. Real time financial position of state finances through integration with various departments and consolidation of Receipts and Payments.
4. Automated consolidation and aggregation of data, hence more time for value added analysis.
5. Design of citizen-centric and dependable service delivery mechanism.
6. Ensuring employee participation with well-designed change management process.
7. Faster turnaround of treasury transactions.
8. Automated accounts generation of the state through intradepartmental integration and interface with banks, AG office, State Planning department, Budget Department etc. for consistent view.
9. Efficient mechanism for department, DDO's to track targets, budget allotment, payments and receipts.
10. Workflow automation and real time MIS for decision making

6.1.2. Proposed Software Modules

Proposed Software Modules presented in this section are indicative and being conceptualized as per the current running system and carries a scope of enhancement after the detailed study of the existing system vs proposed system. Module requirements

would be finalized in consultation with concerned departments during implementation stage of the project. Aadhar Integration is must wherever employee/pensioner code will be used.

Sl. No.	Module	Proposed Functionality Requirements
I. Treasury Department		
1	Pay Roll	<ul style="list-style-type: none"> • Information of Employee Master , Nominee Details • Information of Pay , Entitlements , Loan & Claims • Monthly Attendance • Monthly Regular Salary Processing • Monthly Supplementary Salary Processing • Monthly Salary Arrears Processing • Salary Bill Generation • Employees Pay Slip Generation • Employees Annual Statement • Last Pay Certificate Generation • Schedule of Advances, Recoveries, Loans etc • Bank Schedule • Other Analytical Reports for MIS
2	Claims	<ul style="list-style-type: none"> • Online Claims Bill Submission by Employees for various personal nature claims as per entitlements • Processing of Claims at treasury • MIS of Claims
3	Pension Disbursement	<ul style="list-style-type: none"> • Information of Pensioner Master ,Nominee Details • Monthly Pension Processing • Monthly Pension Arrears Processing • Pension Bill Generation • Last Pay Certificate Generation • Life Time Arrear Payment Calculation for Death Cases • First Payment Processing • Pensioners Slip Generation • Pensioners Annual Statement Generation • Generation of Various Schedules • Other Analytical Report for MIS • Capturing of Biometric & Photo for Annual Verification • Online Verification of Pensioners annually

4	Income Tax	<ul style="list-style-type: none"> • Generation of Form 16 • Generation of Form 16 A • Generation of Form 24 Q • Generation of Form 26 Q • Income Tax Calculator for Employee & Pensioners • Generation of Form 24 G • Online Submission of required return through Treasury Portal
5	E-Payment	<ul style="list-style-type: none"> • Preparation of Beneficiary and transaction files generated from various modules for uploading in net banking • Provision of Validation before upload • Integration of Treasury Portal with Bank Server through SFTP • Integration of payment gateways • MIS
6	HRMS	<ul style="list-style-type: none"> • Employees Service Book Maintenance • Employees Leave Details • Employees Corrector Rolls Maintenance • Generation of Appointment orders, Transfer Orders & Retirement Orders • Annual Character Reports (ACR) • Employees Property Return Maintenance • MIS
7	Works Accounting	<ul style="list-style-type: none"> • Online issue of CCL • Online Generation of Works Bills • Generation of Accounts for AG Submission • Generation of Schedules of Recoveries & Advances • Generation of Asset and Liability Register • Maintenance of Budget and Balances under CCL/DCL • e-payment to Contractors • MIS
8	PLA	<ul style="list-style-type: none"> • Online Deposit of money in PLA • Online Payment to third Parties • Generation of Schedules of Recoveries & Advances • Generation of Asset and Liability Register • Maintenance of Budget and Balances • e-payment • MIS

9	Stamp Inventory & Management	<ul style="list-style-type: none"> • Online Demand forecast for placing Indent • Online Receipt and Issue of Stamps • Online Stock Transfer of Stamp • Online Sale of Stamp to Vendors • Vendors Accounting • Register of Valuables in double Lock • Maintenance of Registers for Double Lock and Single Lock • Cash Management for Sale of Stamps • e-stamping • MIS
10	Receipt Accounting	<ul style="list-style-type: none"> • Integration of e-scroll received from Agency Bank • Data Entry of Physical Challan • Generation of Receipt Account • Generation of Receipt Cash Book • Generation of Cash Account with enclosures • CCL,DCL,PLA Receipt Accounting • MIS
11	Payment Accounting	<ul style="list-style-type: none"> • Integration of e-payment scroll received from Agency Bank • Generation of Report KA • Generation of Report KHA • Generation of Report GA • Generation of Cash Book • Generation of List of Payment with enclosures • Generation of Payment Account • CCL,DCL,PLA Payment Account • Generation of Schedules for e-payments • MIS
12	GIS	<ul style="list-style-type: none"> • Claim Listing • Calculation Sheet • Objection Letter • Form 26 • Form 27 • Form 28 (Claim Register) • Form 29 (Covering Letter) • Pending Claim List

		<ul style="list-style-type: none"> • Schedule for e-payment • Integration and up gradation to a web enabled application • MIS
13	GPF	<ul style="list-style-type: none"> • Annual GPF Slip Processing • Online GPF Claim Submission • Broad Sheet Maintenance • Interest Calculations • GPF Accounting • MIS
14	Virtual Treasury	<ul style="list-style-type: none"> • Online integration with the Bankers and RBI to capture receipt data on run time • Online verification of e-transactions • MIS
15	Input / Output	<ul style="list-style-type: none"> • Generation of various report based on real data for Control and monitoring purposes from various modules • Generation of State Cash Book for Receipt & Payments • Graphical presentation of data of 5 years for decision makers • MIS
16	DDO	<ul style="list-style-type: none"> • Online Generation of various Bill forms used by the DDO • Online Generation of Employee claims • Online Generation of GPF Claim • Online Generation of GIS Bills • Online Generation of Pension Papers for Retiring Employees • Maintenance of Cash Book and other Register through System • Reconciliation of Drawls with the Treasuries • MIS
17	e-Challan	<ul style="list-style-type: none"> • Online Collection of all government receipts, Taxes, duties, penalties and cess • Site to site integration with other department's web site • Online reconciliation of receipts collected through e-Challan • Online Generation of e-stamp to pay stamp duty • MIS
II. Registrar Chits, Firms & Societies		
1	Registration	<ul style="list-style-type: none"> • Online Application Submission for Registration & Renewal of Societies & chits firms • Online Collection of fees • Online additional information required it, form applicant.

		<ul style="list-style-type: none"> • Online information to applicant about issuing of certificates. • Online appointment for Applicants • Data entry for Registration & Renewal • Duplicity check • Name matching • Generation of Registration & Renewal Certificates • Digitization of records. • Generation of Amendments requests • MIS
III. Directorate of Accounts & Entitlements		
1	Pension Sanction	<ul style="list-style-type: none"> • Online submission of pension documents by DDO to pension Director. • Online submission of PPO to Treasuries & Sub Treasuries using Digital Signature • Online Pension Sanctioning • Generation of PPO,GPO,CPO • Online Calculation of Pension • Online Calculation of revised Pension • Electronic routing of application for necessary approval • Integration of email and SMS gateway • Monthly pension payment analysis vis-à-vis sanctions • MIS • Digitization of records.
2	GIS	<ul style="list-style-type: none"> • Online Account preparation from payments made by treasuries • Online analysis of payment made by treasuries • Online maintenance of AIS (All India Services) accounts • Online payment of the premium • Online request for claims from AIS accounts • MIS
3	IRLA	<ul style="list-style-type: none"> • Maintenance of Service History and Service Book of entitled officers • Generation of Pay slip • Online application for issuance of Pay Slips • MIS
4	NPS	<ul style="list-style-type: none"> • Maintenance of Master of NPS Employees • Online Claim Processing

		<ul style="list-style-type: none"> • Online Contribution Matching based on the data received from the Treasuries • Online uploading of the monthly CPSN using FUV to NSDL website • MIS
IV. Budget Department		
1	Resources Planning	<ul style="list-style-type: none"> • Retrieval of state receipts details from central server • Data of receipts in past years • System generated reports on consolidate receipts made by state and trend of receipts in past years • Estimation of expected receipts for next year • Inbuilt check and balances for arriving at accurate figure • MIS
2	Budget Preparation	<ul style="list-style-type: none"> • Entry of Gazetted and Non- Gazetted Posts Details (Volume 6) • Entry of Expenditure detail (Volume 5) • Actual Expenditure • Deduct & refund • Revised estimates • Entry of State Receipt details (Volume 4) • Contingency & Public Accounts • Generation of Vote on Account • Updation of Vote on Account • Details of Supplementary Budget • Entry of New Demands • Online submission of estimates using the web based interface • Inbuilt rules, checks and the request would automatically get routed for approval • Provision for providing online comments and remarks • Comments and editing done during the approval process would be visible till finalization • System would assist Budget department in scrutinizing the estimates on the basis of state resource plan and past data available • Integration with Resource planning module • Generation of alerts on irregularities like unexpected variation in estimates • Online submission of budget estimates by DDO to HOD • Online submission of budget estimates by HOD to

		<p>Administrative Department.</p> <ul style="list-style-type: none"> • Online submission of budget estimates by Administrative Department to Finance Section. • Online submission by Finance Department to Budget Department.
3	Budget Disbursement	<ul style="list-style-type: none"> • Records Head-wise Government Approved budget as received from State Government • Records the Allocation Authority related data as received from State Government • Records the New expenditure related data for the current Financial year • Reports • DDO-wise Head-wise budget allocation. • Treasury-wise consolidated budget allocation. • Reappropriation budget. • Surrender of Budget. • Budget Control Register (BM-10). • Import/ Enter Monthly Expenditure Register (BM-4) of the DDO. • Register of Expenditure (BM-6). • Statement of Progressive Expenditure (BM-8). • Exceptional Reporting Head-wise for unutilized heads. • Online Grant distributions to Admin Dept., their controlling officers and Drawing and disbursement officers within the limit of approved budget. • MIS for monitoring of expenditure w.r.t Allocated Grant and budget
4	Budget Maintenance	<ul style="list-style-type: none"> • Amendment in 15 digit code • Maintenance of profile like User, Admin etc. • Upload data • Integration and up gradation to a web enabled application
5	Budget Plan	<ul style="list-style-type: none"> • Interface for State Planning department to upload Annual Plan outlay • Filtering of estimates under Plan and Non plan head • System would perform matching of details in Plan head with annual plan outlay • Generation of alerts on mismatch
6	CPSMS	<ul style="list-style-type: none"> • Integrate the Central Plan Schemes Monitoring System with the

		<p>Treasury Portal to exchange the data between Central and State</p> <ul style="list-style-type: none"> • MIS
7	Public Debt Management	<ul style="list-style-type: none"> • Maintenance of Public Debt Data • Repayment Schedule • Interest Calculation of Various Debts • Debt Servicing • MIS
VI. A.G. Office		
1	e-Audit	<ul style="list-style-type: none"> • Annual Audit Plan • Digitization of formats as per Audit Manual • Audit Sampling technique • Computer Audit Aided techniques • Audit Progress Monitoring System • Audit Reports • Query of Rules & Regulation for audit purpose • MIS
2	AG Module	<ul style="list-style-type: none"> • Online verification of data processed by Treasuries on various parameters • Preparation of State Classified Account • Online processing and Sanctioning of GPF to State government employees • Accounting of GPF and Loan disbursed to the government employees • Online processing and Sanctioning of Pensions of other state pensioners • Calculation of interest on GPF, loans and advances • Online Reimbursement and Accounting of other state pension claims paid from state treasuries • Compilation and preparation of works account submitted by works departments like PWD, Irrigation, Forest etc. • Online payments of various payments on behalf of State Government • Online reconciliation of budget, releases and expenditure
V. Generic Functionality		
1	Generic Modules	<ul style="list-style-type: none"> • e-Office functionalities • Electronic routing of application for necessary approval

		<ul style="list-style-type: none">• Provision of Digital Signatures for reporting• All master will be bilingual (English & Hindi) to print reports in Hindi also• Provision for Biometrics capturing• Provision to scan & attach documents with digital data• Integration of SMS gateway for SMS alerts• Integration of email gateway for email alerts• Integration of payment gateway for e-payment• Online PAN verification• Mobile applications development• Business Intelligence, Data ware Housing and Data Mining Tools• Provision for Aadhar Number capturing & integration
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6.1.3. Approaches to Software Development

Any of the following approaches may be adopted by the selected bidder:

- a) Use the existing application used by the Department in the current system and make necessary enhancements and amendments to the application to meet the needs of the Department.
- b) Fresh development of a new application specific to needs of the Department
- c) Configuration/customization of a pre-existing product/package solution including commercially available off-the-shelf (COTS) products to meet the needs of the Department.

Department will continue with the existing Database - Oracle 11G

Note: It is strongly recommended to all the prospective bidders to have prior study of the existing running system of the department in order to have better understanding and projections of the efforts required.

7. Instructions to the Bidders

7.1. General

- a) BUYER has made every effort to provide comprehensive and accurate background information and requirements and specifications. Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submissions of Bid by the Bidder have been done after their careful study and examination of the RFP document with full understanding to its implications.
- c) In case of any clarification with regards to the bid document the Bidders may get in touch with the BUYER as mentioned in tender document however the Bidders are encouraged to undertake a preliminary study of the project, at their own cost, before they submit their Bids.
- d) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BUYER on the basis of this RFP.
- e) 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 BUYER. Any notification of preferred bidder status by the BUYER shall not give rise to any enforceable rights by the Bidder. The BUYER may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BUYER.
- f) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- g) If any information/certificate supplied by Bidders found to be false at any time in future, the BUYER may cancel this public procurement even after formal written contract being executed.
- h) Ownership of the developed code should be transferred to the BUYER at the time of exiting the project.
- i) Intellectual property Rights (IPR) of the developed code shall lie with the BUYER.

7.2. Compliant Bids / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:

- i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.
- c) Forms to be used are mentioned below:

Forms to be used in Technical Bid

Form I-1: Compliance Sheet for Pre-Qualification

Form I-2: Compliance Sheet for Technical Qualification

Form I-3: Particulars of the Bidder

Form I-4: Bank Guarantee for Earnest Money Deposit

Form II-1: Letter of Bid

Form II-2: Project Citation Format

Form II-3: Proposed Solution

Form II-4: Proposed Work Plan

Form II-5: Resume of Key Personnel

Form II-6: Bill of Material (Software)

Forms to be used in Financial Bid

Form III-1: Covering Letter

Form III-2: Consolidated Financial Bid (BOQ)

Forms to be used in PBG

Form IV-1: Performance Bank Guarantee

7.3. Pre-Bid Meeting & Clarifications

7.3.1. Pre-bid Conference

- a) The BUYER shall hold a pre-bid meeting with the prospective bidders as per details mentioned in **Fact Sheet**.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach as per details mentioned in **Fact Sheet**.
- c) The queries should necessarily be submitted in the following format:

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

- d) The BUYER shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained.

7.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the BUYER will endeavor to provide timely response to all queries. However, the BUYER makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the BUYER undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, the BUYER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the uktenders.gov.in.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the BUYER may, at its discretion, extend the last date for the receipt of Bids.

7.4. Key Requirements of the Bid

7.4.1. Right to Terminate the Process

- a) The BUYER may terminate the RFP process at any time and without assigning any reason. The BUYER makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the BUYER. The bidder’s participation in this process may result the BUYER selecting the bidder to engage towards execution of the contract.

7.4.2. RFP Document Fees

- a) The bidder may download the RFP documents from the website uktenders.gov.in. The scan copy of demand draft of RFP document fees should be uploaded as a proof along with the Technical Bid.
- b) Physical copy of demand draft would be submitted before Date & Time of opening of Technical Bids as per details provided in [Fact Sheet](#). Bids received without or with inadequate RFP Document fees shall be rejected.

7.4.3. Earnest Money Deposit (EMD)

- a) The scan copy of EMD should be uploaded as a proof along with the Technical Bid. Physical copy of EMD should be submitted before Date & Time of opening of Technical Bids as per details provided in [Fact Sheet](#).
- b) EMD of all unselected Bidders would be refunded by the BUYER within **2 months** of the Bidder being notified as being unsuccessful and contract signing with selected Bidder. The EMD, for the amount mentioned above, of selected Bidder would be returned upon submission of Performance Bank Guarantee (PBG) as per the format provided in [Appendix IV: Form 1](#).
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / Bid submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

7.4.4. Submission of Bids

RFP must be submitted by only those prospective Bidders who qualify based on the eligibility criteria. RFP must be signed by an authorized company representative and submitted in accordance with the specified terms and conditions.

The parties willing to participate in the bidding will have to apply through the electronic tendering procedure (e-Tendering) as per the guidelines issued by Uttarakhand State Government available on the web site uktenders.gov.in under the link "[Bidders Manual Kit](#)".

The Bid Documents can be downloaded from the web site uktenders.gov.in.

No Tender will be accepted other than e-Tendering Procedure mentioned above.

For more information Helpline can be contacted as mentioned below.

- Uttarakhand e-Procurement Help Line Nos.
Toll Free: 180030702232
Tel: 0135-2710872
Fax: 2713926
Mob: +91-7878007972, +91-7878007973

The Bidders should upload their responses as per the format given in this RFP in the following manner

- Technical Bid - in first envelope
 - Commercial Bid - in second envelope
- i. Please Note that Prices should not be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
 - ii. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
 - iii. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the Bids.
 - iv. All pages of the bid shall be initialed and stamped by the person or persons who sign the bid.
 - v. Bidders need to submit originals of RFP document fee and EMD to the BUYER before Date and Time of opening of Technical Bids as per details provided in [Fact Sheet](#). In case of non-compliance of the same, bid will be rejected.

7.4.5. Authentication of Bids

A Bid should be accompanied by a **Power of Attorney** (POA) on appropriate Stamp Paper in the name of the signatory of the Bid.

7.5. Preparation and Submission of Bid

7.5.1. Bid Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of

informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Bid, in providing any additional information required by the BUYER to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

7.5.2. Language

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

7.5.3. Venue & Deadline for Submission of Bids

Bids, in its complete form in all respects as specified in the RFP, must be uploaded and submitted to the BUYER at uktenders.gov.in as per details provided in before Date and Time of opening of Technical Bid as per details provided in **Fact Sheet**.

7.5.4. Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) BUYER shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) BUYER reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

7.6. Evaluation Process

- a) The BUYER will constitute a Bid Evaluation Committee to evaluate the responses of the Bidders.
- b) The Bid Evaluation Committee constituted by the BUYER shall evaluate the responses to the RFP and all supporting documents / documentary evidence.

- Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
 - d) The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids.
 - e) The Bid Evaluation Committee reserves the right to reject any or all Bids on the basis of any deviations.
 - f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
 - g) The Financial bids for the technically qualified Bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive.
 - h) Conditional bids are liable to be rejected.
 - i) The BUYER may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
 - j) Any effort by the Bidder to influence the BUYER in the process of evaluation of technical Bids, bid comparison or the BUYER's decisions on acceptance or rejection of bids may result in rejection of the Bidder's bid.
 - k) The Bidders will also be required/asked to make a detailed presentation/Demo covering various aspects on technical parameters defined in this RFP for the said sites to be connected, services supports, maintainability, implementation schedule, upgradability and its integration. If need arises than Bidder has to provide full demo at any site under consideration.
 - l) The BUYER may also ask the Bidders to arrange visits of its officers to the sites already established and claimed in the bid. The expenses for the same will be borne by the Bidder.
 - m) No further discussion/interface will be held with the Bidder whose bid has been technically/financially disqualified/rejected.
 - n) All details provided by the Bidder should be specific to the requirements specified in this RFP. Detailed clarification may be provided by Bidder, if so desired by BUYER. The Bidder shall specify the responsibilities of BUYER, if any, other than already mentioned in the RFP, separately for the successful implementation of the project.

7.6.1. Tender Opening

The submitted bids will be opened as per details mentioned in [Fact Sheet](#) by the nodal officer or any other officer authorized by the BUYER, in the presence of Bidders or their representatives who may be present at the time of opening.

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

Bid evaluation will be done by the bid evaluation committee and results will be intimated later on. **Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of Tender.

7.6.2. Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Bids:

- Are not submitted in form as specified in the RFP document.
- Received without the Power of Attorney (POA).
- Bids without Earnest Money Deposit (EMD).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.
- Submitted without the documents requested.
- Have non-compliance of any of the clauses stipulated in the RFP.
- With lesser bid validity period.
- Failed to provide clarifications related thereto, when sought.
- If found to have a record of poor performance such as abandoning works, not properly completing the contract, poor quality execution, inordinately delay in completion, being involved in litigation, black listed by any BUYER/corporation/organization under taking of State / Central Government organization or financial failures etc.
- Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- The submission of more than one bid under different names by one Bidder - If same is found at any stage, all the bids by that Bidder will be rejected.
- Misrepresentations in the bid proposal or any supporting documentation.
- Bid proposal received after the last date and time specified in the RFP.
- All pages of the bid must be signed, stamped and sequentially numbered by the Bidder.
- Bids not submitted in the prescribed Performa / Forms/ Annexure enclosed with this RFP.

b. All responsive Bids will be considered for further processing as below.

The BUYER will prepare a list of responsive Bidders, who comply with all the terms and conditions of the RFP document. All eligible bids will be considered for further evaluation by the evaluation committee according to the evaluation process defined in this RFP document. The decision of the evaluation committee will be final in this regard.

7.6.3. Cross Checking

BUYER reserves the right to contact and verify Bidder's information, references and data submitted in the bid proposal without further reference to the Bidder.

7.6.4. Amendment in RFP

The amendments in any of the terms and conditions of this RFP document will be published at uktenders.gov.in will be binding on all prospective Bidders.

7.6.5. Withdrawal of Bid Proposal

No bid proposal will be withdrawn subsequent to the deadline for the submission of bids. However, the Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date and time prescribed for submission of the bids.

7.6.6. Right to Accept Any Bid & Reject Any or All Bids

BUYER reserves the right to accept any bid, and to annul the tender process and reject all or any bids at any time without assigning reason prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BUYER's action.

7.6.7. Changes in Functional Requirements Specifications and Price Bid

- a) BUYER reserves the right to effect changes in the Functional Requirements Specifications. Any such change will be notified in writing to all those who have purchased this document and also the same shall be published on uktenders.gov.in as amendment.
- b) Once quoted, the Bidder shall not make any upward, fluctuation, subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. It is expected that all clarifications are sought for earlier and the bid requirements understood clearly by the Bidder before submitting the bid. Such price changes shall render the bid liable for rejection.

7.6.8. Proprietary Rights

The Bidder/supplier shall indemnify the BUYER against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

7.6.9. Patent Rights

The Bidder shall indemnify the BUYER against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

7.6.10. Additional Information/Clarification

BUYER reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by evaluation committee within prescribed time limit from the date of the receipt of BUYER's intimation requesting for such additional information and/or clarification, their bids will be evaluated based on the information furnished along with the bid proposal.

7.6.11. Limitation of Liabilities

In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the Bidder, what so ever and how so ever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received/paid as per the contract, as of the date such liability arose, from the BUYER, with respect to the goods or services supplied under this agreement, which gives rise to the liability.

7.6.12. Governing Law and Jurisdiction

The Contract and the transactions contemplated therein shall be governed by and construed in accordance with the laws of India.

The Contract and the transactions contemplated therein shall be subject to the exclusive jurisdiction of the competent Courts in Uttarakhand, India.

7.6.13. Indemnity

The Bidder shall at all times indemnify and keep indemnified the BUYER and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of/to property or person of any sub-contractor and/or the servants of agents of the Bidder, and subcontractor (and/or the Owner) and the Bidder shall at his own cost and initiative at all times upon the successful conclusion of the defect liability period specified hereof take out and maintain insurance policies in respect of all insurable liabilities under this clause, including but not limited to third party insurance and act.

7.6.14. Bankruptcy and Insolvency

BUYER, can terminate the contract if the Bidder becomes bankrupt and/or loses the desired state of solvency with a notice of 15 (fifteen) days. BUYER in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to termination. BUYER will also; in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with the BUYER.

7.6.15. Data Rights

BUYER, shall have complete and total ownership and control over all the data generated, stored and processed during the Project.

The BUYER reserves the Complete Data Rights in the following areas-

- **The right to information of Data subject:** BUYER, reserves the right of full knowledge of the collected data, its nature and prior authorization by the BUYER to collect, store and process them. Selected Bidder will be held responsible, if any data is published or copied without permission of BUYER by Bidder or its representative.
- **The right to prevent processing:** BUYER, reserves all the rights to prevent the processing or reprocessing of the data collected, stored and under process.
- **The right to prevent collection, storage and processing for direct marketing and/or indirect marketing:** BUYER, reserves all the rights to prevent any or all data collected, stored and processed for any sale, lease, rent or any other monetary or non-monetary transfer of data without it's written permission with explanation of grounds for such sale, lease, rent, transfer for monetary or non-monetary basis.
- **The right to compensation:** BUYER, reserves all the rights to extract compensation for loss or damage, whether full or partial, of the data by the selected Bidder or any person authorized on behalf of the selected Bidder.
- **The right to rectification and other remedies for inaccuracy:** BUYER, reserves complete authority to ask the selected Bidder to make up for the wrong or tempered or manipulated or distorted or illegitimate data with or without any compensation on finding the data bearing any evidence of deviation at any time, irrespective of the fact that BUYER has accepted the same data at any prior time from the date of issuing letter to selected Bidder to make any change or replacement in the data. The BUYER also reserves rights to take action through a court including criminal action if necessary as per law of land for rectify, block, erase or destroy inaccurate data.

BUYER, reserves all the rights to give order pertaining to manner and methodology for data collection, storage and processing to the selected Bidder at any time within the contract period, which may not be a part of the Agreement.

8. Criteria for Bid Evaluation

8.1. Method of Selection

- a) Selection of bidder consists of three stages:
- i) Pre-Qualification
 - ii) Technical Evaluation
 - iii) Commercial Evaluation
- b) The Evaluation Committee will review the Pre-Qualification Proposal of the received bids to determine whether the bids qualifies the **Pre-Qualification Criteria** of the RFP.
- c) The Evaluation Committee will open the Technical Proposal of only those Bidders who qualifies the Pre-Qualification criteria of the RFP. Evaluation Committee will all call only those Bidders for the Technical Presentation who qualifies the **Pre-Qualification Criteria** of the RFP and evaluate the technical bids as per the **Technical Evaluation Criteria** as per RFP to determine whether the technical bids are substantially responsive and technically qualified. Bids that are not substantially responsive are liable to be disqualified.
- d) The Commercial bids for the technically qualified Bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive
- e) Selection of the Bidder shall be based on **Cost Based Selection (CBS)** criteria. Selected Bidder will be the one with **Lowest rate (L1)** among all technically qualified Bidders.
- f) The selected Bidder is defined as the one whose proposal has been found technically acceptable and commercially lowest for complete project including all project deliverables, services, maintenance and warranty as specified in various sections of this RFP.

8.2. Pre-Qualification Criteria

PQ bid filing formats are available in **Appendix-I**. All documents as per Compliance sheet **Form 1** of **Appendix-I** need to be duly submitted.

Sl. No.	Basic Requirement	Minimum Eligibility Criteria	Documents Required
1.	Sales Turnover	<ul style="list-style-type: none"> • Annual Sales Turnover generated from Software Development Services during each of the last three financial years (as per the last 	Certificate from the statutory auditor

Sl. No.	Basic Requirement	Minimum Eligibility Criteria	Documents Required
		<p>published Balance sheets), should be at least INR. 1 Crore. This turnover should be on account of implementation of software development projects of similar nature/Scope/complexity.</p> <ul style="list-style-type: none"> • Bidder should have positive net worth (measured as paid-up capital plus free reserves) for each of the last 3 financial years. • Bidder also should be in profit for each of the last 3 financial years. 	
2	Technical Capability	<p>The bidder should have successfully completed implementation of</p> <p>Atleast 5 (Five) projects should be of minimum value of Rs 20 lakhs each</p> <p style="text-align: center;">OR</p> <p>Atleast 4 (Four) projects of minimum value of Rs. 30 lakhs each</p> <p style="text-align: center;">OR</p> <p>Atleast 3 (Three) projects of minimum value of Rs. 50 lakhs each</p> <p>of similar nature / Scope / complexity for Government Department / PSU / Autonomous Body or any reputed organization globally in the last three financial years.</p>	<p>Work Order or Agreement or Purchase Order or Any other Client Supplied document specifying award of work + Project Successful Completion Certificate form the Client</p>
3	Certifications	<p>The bidder should have at least CMMI level 3 (minimum) or Quality Management System Certificate ISO: 9001:2008 certifications. In case the certificate is due for renewal, the bidder should ensure that the renewed certificate is made available at the time of signing of contract.</p>	<p>- Copy of certificate</p>
4	Consortiums	<p>Consortium not allowed</p>	

Sl. No.	Basic Requirement	Minimum Eligibility Criteria	Documents Required
5	Legal Entity	<ul style="list-style-type: none"> Should be Company registered under Companies Act, 1956 / Partner Ship Firm under Partnership Act, 1932. Registered with the VAT and Service Tax Authorities Should have valid PAN 	<ul style="list-style-type: none"> - Certificates of incorporation - Registration Certificates - Copy of PAN Card
6	Technical Employee Strength in India	Bidder should have minimum 25 regular professional employees in Software Development on its payrolls as on the day of bid.	Certificate from authorized person in HR Department of the Bidder for exact number of technically qualified professionals employed by the company
7	Blacklisting	Should not be blacklisted or in the process of getting blacklisted by any Government department, ministry, agency or any PSUs or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.	A Self Certified letter

8.3. Technical Evaluation Criteria

The Evaluation Committee based on Technical Evaluation Criteria shall evaluate each proposal and allot technical score as per the marking criteria mentioned below.

Bidders getting **70 marks or above** will be treated as technically qualified.

Sl. No.	Basic Requirement	Details Required	Documents Required	Maximum Marks = 100
1	Resource Profile identified for the project	Details of all resources proposed for the different stages & development of software modules of project with their domain expertise, time in man months or man days spent on the activity,	As per the formats in Form II-6 respectively.	Max 35 Marks

Sl. No.	Basic Requirement	Details Required	Documents Required	Maximum Marks = 100
		visible outcome/deliverable of the resource for each stage or software module.		
2	Approach & Methodology	<ul style="list-style-type: none"> Approach & methodology document for delivery of all project components and software modules Software module wise list of available reports 	As per the formats given in forms Form II-3, II-4 and II-5	Max 35 Marks
3	Presentation	<ul style="list-style-type: none"> Presentation to explain the approach and methodology for delivery of all project components and software modules 		Max 20 Marks
4	Queries	<ul style="list-style-type: none"> Reply to queries in Writing/Oral 		Max 10 Marks

Note – Bidder will have to give a presentation before the Evaluation committee as per the date and time communicated to them.

8.4. Commercial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected.
- e) Contract will be awarded to the agency which quoted lowest rates (**L1**).
- f) **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

9. Appointment of Selected Bidder

9.1. Award Criteria

The BUYER will award the Contract to the successful bidder whose Bid has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

9.2. Right to Accept Any Bid and To Reject Any or All Bid(s)

The BUYER reserves the right to accept or reject any Bid, and to annul the tendering process / public procurement process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the BUYER's action.

9.3. Notification of Award

Prior to the expiration of the validity period, the BUYER will notify the successful bidder in writing or by fax or email, that its Bid has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, the BUYER, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the selected Bidder's furnishing of Performance Bank Guarantee (PBG), the BUYER will notify each unselected Bidder and return their EMD. EMD of all unselected Bidders would be refunded by the BUYER within **1 month** of the Bidder being notified as being unsuccessful and contract signing with selected Bidder.

9.4. Contract Finalization and Award

The BUYER shall reserve the right to negotiate with the bidder(s) whose Bid has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project.

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

9.5. Performance Guarantee

The BUYER will require from the selected Bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the Notification of award, for a value equivalent to **10%** of the total cost of work order. **The Performance Guarantee shall be kept valid till completion of the project and warranty period plus claim period of three months (3 months) from the last date of validity.** The selected Bidder

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

9.6. Signing of Contract

After the BUYER notifies the successful bidder that its Bid has been accepted, the BUYER shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Bid of the bidder between the BUYER and the successful bidder.

9.7. Failure to Agree with the Terms and Conditions of the RFP

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

In such a case, the BUYER shall invoke the PBG of the most responsive bidder.

10. Scope of Work

10.1. Detailed Scope of Work

Following activities (but not limited to) need to be performed by the selected bidder.

Sl. No.	Scope of Work Area	Description of Scope of Work
1.	General	<ul style="list-style-type: none"> a. The selected bidder must sign contract (including SLA) at the time of agreement with BUYER. b. The selected bidder must submit a detailed project plan with clear activities, deliverables and milestones mentioned for monitoring purpose.
2.	Gap Analysis and Business Process Re-Engineering along with Infrastructure recommendations	<ul style="list-style-type: none"> a. Detailed Gap Analysis and Business Process Re-Engineering of the Department. b. Gap analysis should be done for existing hardware, software and network systems present at the user departments. c. Submission of Infrastructure recommendations with respect to Hardware, Supporting Softwares, Bandwidth, Networks as per Gap Analysis report and proposed system d. Business Continuity and Backup Plan
3.	Requirement Document Preparation	<ul style="list-style-type: none"> a. Preparation of Functional Requirements Specifications (FRS) and Software Requirement Specifications (SRS) documents in discussion with Department.
4.	Design, Development and Solution Implementation	<ul style="list-style-type: none"> a. Submission of HLD (High Level Design Document) and LLD (Low Level Design Document). b. Design & Development /up-gradation/ customization of Software based on approved SRS. c. Submission of Unit Testing and System Testing test cases and test reports. d. Preparation of user manuals and training manual. e. Deployment of Software Application on the existing IT Infrastructure and platform provided by Department of Finance along with configuration of active Disaster Recovery (DR). Developed software should be compatible with the existing IT Infrastructure and platforms available with the department. Solution should provide satisfactory performance levels with the load mentioned in <u>Section 5 – Existing Setup</u> f. Data entry, data migration and porting as required and verification support for all such migrated data. g. Re-structuring of tables if required and streamlining

		<p>of database.</p> <p>h. Aadhar Integration for all employee information</p>
5.	User Acceptance Testing (UAT)	<p>a. Outlining the methodology that will be used for UAT.</p> <p>b. Defining various levels or types of testing that will be performed.</p> <p>c. Resolve /rectify any mismatches arising out of data entry problems and / or malfunction / defects of the software supplied. All levels of testing will be conducted at the installation sites.</p> <p>d. Providing necessary checklist / documentation/ input forms that will be required for testing.</p> <p>e. Describing how the testing Methodologies will conform to requirements.</p> <p>f. Security audit by CERT-IN empanelled agency</p> <p>g. Performance and Quality Audit from STQC</p>
6.	Training	<p>a. Imparting training on the Application software to the departmental officials.</p> <p>b. The selected bidder is responsible to manage the training schedules, training facilities, training material (Textual, Audio & Visual), training infrastructure including faculty, Training of Trainers (TOT) etc.</p>
7.	Warranty & Support (1 year post Go-Live)	<p>a. Support would include complete support of software solution implemented and maintaining all developed software applications/code/any third party products that are supplied as part of the solution.</p> <p>b. Support deemed necessary to meet with the operational requirements of both maintaining the IT solution and providing support for data entry & verification, report generation, Software debugging, removal of software defects, website updation and such other coordination.</p> <p>c. Functionality modifications in developed Software Modules / Change Requests, Development as per new requirements.</p> <p>d. The successful bidder will have to critically review the complete solution periodically (including all H/w, S/w & Network items), fine-tune the system, carry out necessary modifications in the customized software during the contract period & maintain them as may be necessary.</p> <p>e. Updating & upgrading of the software components from time to time free of cost during contract period In the event of release of updates / patches, new releases & upgrades by the any third parties after</p>

		carrying out an assessment and ensuring that the impact will not have adverse effects.
8.	Annual Maintenance & Support (3 years after expiry of Warranty & Support extendable up to 2 more years on the same terms and conditions)	Same as in Warranty & Support

11. Key Personnel

11.1. Key Resources

The senior level key resources shall be made available as Single Point of Contact (SPOC) by the successful bidder for the project. These senior level key personnel shall be present in all important meetings.

Following are the key positions (one each) identified for this project.

- a) Project Manager (one number)
- b) Business Analyst (one number)
- c) Module Leaders (as required)
- d) O&M Resources (Two numbers)

CVs of the above key personnel should be provided by the Bidder. In case a key person leaves the bidder organization, the bidder shall provide the replacement resource having similar experience and other credentials within 15 days.

Note - Details of the key personnel should be filled as per the format provided in the forms [II-6](#) of [Appendix II](#).

11.2. Minimum Qualification

The minimum qualifications for the manpower to be deployed for the project are mentioned in the table below.

Resource	Minimum Qualifications
Project Manager	<ul style="list-style-type: none"> • Minimum Education: MCA/ MBA / B. Tech / B.E. from a reputed institute • Total Experience: At least 5 yrs. • Prior project management experience of at least 5 years of handling such software development projects • Excellent writing, communication, time management and multi-tasking skills
Business Analyst	<ul style="list-style-type: none"> • MCA/ MBA / B.E. / B.Tech. with minimum 3 years of experience in business analysis in IT • Relevant experience in similar projects
Module Leaders	<ul style="list-style-type: none"> • MCA/ B.Tech. / B.E. with minimum 3 years of experience • Strong experience in design/implementation of similar projects
O&M Resources	<ul style="list-style-type: none"> • At least 2 resources at onsite for Annual Maintenance and Support. The resources should have sufficient knowledge of the software developed and deployed.

12. Deliverables & Timelines

12.1. Deliverables & Timelines

Sl. No.	Project Activity	Deliverables	Timelines (from the date of signing of Contract)
1.	General	<ul style="list-style-type: none"> ▪ Detailed Project Plan 	1 Months
1.	Gap Analysis and Business Process Re-Engineering along with Infrastructure recommendations	<ul style="list-style-type: none"> ▪ Gap Analysis Report ▪ BPR Report ▪ Infrastructure Recommendations – Hardware, Supporting Softwares, Bandwidth, Networks ▪ Business Continuity / Back Up plan 	2 Months
2.	Requirement Document Preparation	<ul style="list-style-type: none"> ▪ Functional Requirement Specifications document ▪ Software Requirement Specification document 	4 Months
3.	Design, Development and Solution Implementation	<ul style="list-style-type: none"> ▪ As per Scope of Work 	12 Months
4.	User Acceptance Test (UAT) of developed solution	<ul style="list-style-type: none"> ▪ User Acceptance Certificates obtained from the department 	13 Months
5.	Training Completion	<ul style="list-style-type: none"> ▪ Successful completion of training of all system users as identified by the department 	14 Months
6.	Go-Live	<ul style="list-style-type: none"> ▪ All project locations working successfully after training & UAT completion. 	15 Months
7.	Warranty & Support (1 year post Go-Live)	<ul style="list-style-type: none"> ▪ As per Scope of Work 	Ongoing
8.	Annual Maintenance & Support (3 years after expiry of Warranty & Support extendable up to 2 more years on the same terms and conditions)	<ul style="list-style-type: none"> ▪ As per Scope of Work 	Ongoing
9.	Exit Management Plan	<ul style="list-style-type: none"> ▪ Exit Management Team composition as part of exit management plan 	1 Year before of end of warranty & support

13. Payment Schedule

The payment schedule for the project is as given below. Payment of each phase will be done separately.

Sl. No	Milestone	Amount Payable
1.	Signing of contract (mobilization advance)	20% of Software Development Cost against Bank Guarantee
2.	Successful User Acceptance Test	20% of Software Development Cost
3.	Go-Live	40% of Software Development Cost
4.	One year after go-live (Warranty Period)	20% of Software Development Cost
5.	Annual Maintenance & Support	100 % of AMC Cost of the Year - To be paid quarterly after end of quarter.

Note: The taxes would be paid at the prevalent rates. Payment will be done after deduction of any penalties.

14. Service Level Agreement

This section is to be agreed by BUYER and selected bidder as the key performance indicator for this engagement. The following section reflects the measurements to be used for tracking, monitoring and reporting of solution performance on a regular basis. The targets shown in the following tables are for the period of contract and its extension.

14.1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by selected Bidder to BUYER for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- Trigger a process that applies to BUYER and selected Bidder management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- Define performance related expectations on performance required by the BUYER
- Assist the BUYER to control levels and performance of services provided by selected Bidder

14.2. Description of Services Provided

Selected Bidder shall provide services as defined in Section - Scope of Work, in accordance to the definitions and conditions as defined in the Section - General Conditions of Contract, Technical specification, and Special condition and terms of the contract.

14.3. Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in the Section SLA Change Control.

14.4. Service Level Agreement and Targets

This section is agreed to by BUYER and selected Bidder as the key selected Bidder performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis.

Sl. No.	Project Activity	Deliverables	Timelines (from the date of signing of Contract)/ Desired Service Levels	Penalty
1.	General	<ul style="list-style-type: none"> Detailed Project Plan 	1 Months	-
2.	User Acceptance Test (UAT) of developed solution	<ul style="list-style-type: none"> User Acceptance Certificates obtained from the department 	13 Months	1% per week max up to 10% of total deliverable payment
3.	Go-Live	<ul style="list-style-type: none"> All project locations working successfully after training & UAT completion. 	15 Months	1% per week max up to 10% of total deliverable payment
4.	Warranty & Support (1 year post Go-Live)	<ul style="list-style-type: none"> As per Scope of Work 	<p>Priority 1 issues – Within 2 Hours of report of issue Priority 2 issues – Within 1 Day of report of issue Priority 3 issues – Within 1 week of report of issue</p> <p>Priority 1 issues/bugs are show stopper and are of top priority Priority 2 issues/bugs are of high importance but workarounds are available Priority 3 issues/bugs are of low priority or cosmetic in nature Priority of issues/bugs will be decided by department</p> <p>1 day is calculated as 24 hrs</p>	<p>If solution is not in working condition:</p> <p>0.1% of deliverable payment per day for non-compliance</p>
5.	Annual Maintenance & Support (3 years after expiry of Warranty & Support extendable up to 2 more years on the same terms and	<ul style="list-style-type: none"> As per Scope of Work 	<p>Priority 1 issues – Within 2 Hours of report of issue Priority 2 issues – Within 1 Day of report of issue Priority 3 issues – Within 1 week of report of issue</p> <p>Priority 1 issues/bugs are show stopper and are of top priority Priority 2 issues/bugs are of high importance but workarounds are available</p>	<p>If solution is not in working condition:</p> <p>0.1% of deliverable payment per day for non-compliance</p>

Sl. No.	Project Activity	Deliverables	Timelines (from the date of signing of Contract)/ Desired Service Levels	Penalty
	conditions)		Priority 3 issues/bugs are of low priority or cosmetic in nature Priority of issues/bugs will be decided by department 1 day is calculated as 24 hrs	

14.5. Breach of SLA

In case the selected Bidder does not meet the service levels mentioned above for three (3) continuous time-periods as specified in the relevant clause, the BUYER will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

- BUYER issues a show cause notice to the selected Bidder.
- Selected Bidder should reply to the notice within three working days.
- If the BUYER authorities are not satisfied with the reply, the BUYER will initiate stricter penalty for the remaining period of the contract.
- If Bidder fails to meet the SLA requirement and BUYER terminates the Bidder for any reason, all the equipments and materials will be property of BUYER.

14.6. Exclusions

The selected Bidder will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

- Delay in execution due to delay (in approval, review etc.) from BUYER's side. Any such delays shall be notified in written to the BUYER by the selected Bidder.

14.7. Monitoring and Auditing

BUYER will review the performance of selected Bidder against the SLA parameters each quarter, or at any periodicity defined in the contract document. The review/audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review/audit can be scheduled or unscheduled. The results will be shared with the selected Bidder as soon as possible. BUYER reserves the right to appoint a third-party auditor to validate the SLA.

14.8. Reporting Procedures

The selected Bidder's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent quarter of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the BUYER.

14.9. SLA Change Control

It is acknowledged that this SLA may change as BUYER's needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the SLA.
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. BUYER and selected Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

14.10. SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be BUYER's monthly review meetings.

14.11. Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

14.12. Issue Management Procedures

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between BUYER and selected Bidder. It is expected that this

predefined process will only be used on an exception basis if issues are not resolved at lower management levels.

- Either BUYER or selected Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- BUYER's and the selected Bidder's representative will determine which committee or executive level should logically be involved in resolution.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- BUYER and selected Bidder will develop a temporary, if needed, and the permanent solution for the problem at hand. The selected Bidder will then communicate the resolution to all interested parties.
- In the event a significant business issue is still unresolved, the arbitration procedures described in the contract will be used.

15. Fraud and Corrupt Practices

- a) The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the BUYER shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the BUYER shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Bid.
- b) Without prejudice to the rights of the BUYER under Clause above and the rights and remedies which the BUYER may have under the LOI or the Agreement, if an Bidder or software development agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Software development agency shall not be eligible to participate in any tender or RFP issued by the BUYER during a period of < 2 (two) years > from the date such Bidder or Software development agency, as the case may be, is found by the BUYER to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BUYER who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BUYER, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in

any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the BUYER in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the BUYER with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

16. Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BUYER shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the BUYER for, *inter alia*, the time, cost and effort of the BUYER including consideration of such Bidder s Bid, without prejudice to any other right or remedy that may be available to the BUYER hereunder or otherwise.
- b) The BUYER requires that the successful bidder provides solutions which at all times hold the BUYER’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Software development agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the BUYER.
- c) Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder or Associates and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such

person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary;

or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- vi. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Software development agency will depend on the circumstances of each case. or
- vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

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

17. Terms and Conditions: Post Award of Contract

17.1. Termination Clause

17.1.1. Right to Terminate the Process

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The BUYER reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, BUYER reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, BUYER reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which BUYER may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h. BUYER reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

17.1.2. Consequences of Termination

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

- obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of BUYER to invoke the Performance Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available BUYER under law or otherwise.
 - c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

17.2. Liquidated Damages

- a. Notwithstanding BUYER's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. For eg. If Server is delivered but delivery of power cord, to be supplied along with Server, is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.
- b. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
- c. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d. BUYER reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BUYER to the Bidder. Liquidated damages will be calculated on per week basis.

17.3. Acceptance Tests

The selected Bidder in presence of the BUYER authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the BUYER for carrying out these acceptance tests.

17.4. Audit by Third Party

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

17.5. Penalty

- a. The Bidder shall perform its obligations under the agreement entered into with the BUYER, in a professional manner.
- b. In the event of failure of maintaining the uptime, penalty would be imposed as per SLA.
- c. BUYER may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.
- d. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the BUYER has to take corrective actions to ensure functionality of its property, the BUYER reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
 - BUYER may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
 - The BUYER shall implement all penalty clauses after giving due notice to the Bidder.
- e. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the BUYER reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

17.6. Dispute Resolution Mechanism

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between BUYER and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held at Dehradun, Uttarakhand and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint

one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

17.7. Notices

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

17.8. Force Majeure

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The Bidder or BUYER shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay

beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

17.9. Failure to agree with Terms and Conditions of the RFP

Failure of the selected Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BUYER may award the contract to the next best value Bidder or call for new proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

18. Exit Management

18.1. Purpose

- a. This clause sets out the provisions which will apply on expiry or termination of the “Contract Agreement”. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Bidder during/ as part of the activities related to the project, the BUYER shall have the right to, at its sole discretion, apply this clause with or without seeking an appropriate remedy from the selected bidder.
- b. The Parties shall ensure that their respective associated entities, in case of the BUYER or its nominated agencies and sub-contractors in case of the selected Bidder, carry out their respective obligations set out in this Exit Management Clause.

18.2. Transfer of Assets

This clause is valid till the State Wide Roll out is formally done after which the assets have to be transferred to the BUYER.

- a. The selected Bidder shall be entitled to use the Assets for the duration of the exit management period which shall be six months from the date of expiry or notice of termination of the Agreement.
- b. BUYER during the Project Implementation Phase and Operation and Management Phase is entitled to serve notice in writing on the selected Bidder at any time during the exit management period as detailed hereinabove requiring the selected Bidder to provide the BUYER or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice. Upon service of a notice as mentioned in point above, the following provisions shall apply:
 - a. All risk in and title to the Assets to be transferred to BUYER on the last day of the exit management period.
 - b. That on the expiry of this clause, the selected Bidder and any individual assigned for the performance of the services under this clause must handover or cause to be handed over all Confidential Information and all other related materials in its possession, including all the hardware supplied by selected Bidder under this clause to the BUYER.
 - c. That the products and technology delivered to the BUYER during the contract term or on expiry of the contract duration must not be sold or re-used or copied or transferred by selected Bidder to other locations apart from the

locations mentioned in the RFP without prior written notice and approval of the BUYER. All hardware supplied on upfront payment basis, software & documents etc. used by selected Bidder for the BUYER shall be the legal properties of the BUYER.

18.3. Cooperation and Provision of Information

- a. During the exit management period:
 - i. The selected Bidder will allow BUYER or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
 - ii. Promptly on reasonable request by the BUYER or its nominated agencies, the selected Bidder shall provide access to and copies of all information held or controlled by it which it have prepared or maintained in accordance with the contract , the Project Implementation, the Operation and Management SLA and SOWs (Scope of Work) relating to any material aspect of the services (whether provided by the selected Bidder). BUYER or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Bidder shall permit the BUYER or its nominated agencies and/or any replacement agency to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Bidder and to assist appropriate knowledge transfer.

18.4. Confidential Information, Security and Data

- a. The selected Bidder will promptly on the commencement of the exit management period supply to the BUYER or its nominated agencies the following:
 - i. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
 - ii. Documentation relating to Intellectual Property Rights; and
 - iii. BUYER data and confidential information; and
 - iv. All current and updated BUYER's data as is reasonably required for purposes of the Client or its nominated agencies transitioning the services to its replacement agency in a readily available format; and

- v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable BUYER or its nominated agencies, or its replacement agency to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or its replacement agency (as the case may be).
- b. Before the expiry of the exit management period, the selected Bidder shall deliver to the BUYER or its nominated agencies all new or up-dated materials from the categories set out in point (a) above and shall not retain any copies thereof, except that the selected Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c. Before the expiry of the exit management period, unless otherwise provided under the contract, BUYER or its nominated agencies shall deliver to the selected Bidder all forms of selected Bidder's confidential information which is in the possession or control of BUYER or its nominated agencies or its users.

18.5. Employees

- a. Promptly on reasonable request at any time during the exit management period, the selected Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Bidder dedicated to providing the services at the commencement of the exit management period;
- b. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the selected Bidder to the BUYER or its nominees, or a replacement agency ("Transfer Regulation") applies to any or all of the employees of the selected Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c. To the extent that any Transfer Regulation does not apply to any employee of the selected Bidder, the BUYER or its nominated agencies, or its replacement agency may make an offer of employment or contract for services to such employee of the selected Bidder and the selected Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the BUYER or its nominated agencies or any replacement agency.

18.6. Transfer of certain agreements

- a. On request by the BUYER or its nominated agencies, the selected Bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as the BUYER may require in favor of BUYER or its nominated agencies, or its replacement agency in relation to any equipment lease, maintenance or service

provision agreement between selected Bidder and third party lessors and which are related to the services and reasonably necessary for the carrying out of replacement services.

18.7. Right of Access to Premises

- a. At any time during the exit management period, where Assets are located at the selected Bidder's premises, the selected Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) BUYER or its nominated agencies, and/or any replacement agency in order to inventory the assets or Assets.
- b. The selected Bidder shall also give the BUYER or its nominated agencies, or any replacement agency right of reasonable access to the selected Bidder's premises and shall procure the BUYER or its nominated agencies and any replacement agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to BUYER or its nominated agencies, or a replacement agency.

18.8. General Obligations of the Selected Bidder

- a. The selected Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to BUYER or its nominated agencies or its replacement agency and which the selected Bidder has in its possession or control at any time during the exit management period.
- b. For the purposes of this Clause, anything in the possession or control of any selected Bidder or associated entity is deemed to be in the possession or control of the selected Bidder.
- c. The selected Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

18.9. Exit Management Plan

- a. The selected Bidder shall provide the Client or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - i. A detailed program of the transfer process that could be used in conjunction with a replacement agency including details of the means to be used to ensure

- continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- ii. Plans for communication with such of the selected Bidder's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on BUYER's operations as a result of undertaking the transfer; and
 - iii. If applicable, proposed arrangements for the segregation of the selected Bidder's networks from the networks employed by BUYER or its nominated agencies and identification of specific security tasks necessary at termination; and
 - iv. Plans for provision of contingent support to the Client or its nominated agencies, and replacement agency for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- b. The selected Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - c. Each Exit Management Plan shall be presented by the selected Bidder to and approved by the BUYER or its nominated agencies.
 - d. In the event of termination or expiry of contract, Project Implementation, Operation and Management SLA or SOWs each Party shall comply with the Exit Management Plan.
 - e. During the exit management period, the selected Bidder shall use its best efforts to deliver the services.
 - f. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

This Exit Management plan shall be furnished in writing to the BUYER or its nominated agencies within 90 days from the Effective Date of Contract.

19. Appendix-I: Pre-Qualification & Technical Qualification Templates

19.1. Form I-1: Compliance Sheet for Pre-Qualification Proposal

Note - The Technical Bid should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, need to be a part of the Technical Bid. The documents need to be uploaded on e-Procurement portal i.e. uktenders.gov.in. Original of Document Fee DD and EMD needs to be submitted as per details in [Fact Sheet](#).

Sl. No.	Basic Requirement	Required	Remarks	Provided	Reference & Page Number
1	Letter of Bid	As per Form II-1		Yes / No	
2	Document Fee	Demand Draft		Yes / No	
3	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory		Yes / No	
4	Particulars of the Bidders	As per Form I-2		Yes / No	
5	Earnest Money Deposit	DD or Bank Guarantee (Form I-3)		Yes / No	
6	Sales Turnover	Certificate from the statutory auditor	Year1 Turnover _____	Yes / No	
			Year2 Turnover _____	Yes / No	
			Year3 Turnover _____	Yes / No	
7	Positive net worth	Certificate from the statutory auditor	Year1 Net Worth _____	Yes / No	
			Year2 Net Worth _____	Yes / No	
			Year3 Net Worth _____	Yes / No	

Sl. No.	Basic Requirement	Required	Remarks	Provided	Reference & Page Number
8	Profit	Certificate from the statutory auditor	Year1 Profit _____	Yes / No	
			Year2 Profit _____	Yes / No	
			Year3 Profit _____	Yes / No	
9	Technical Capability	Work Order or Agreement or Purchase Order or Any other Client Supplied document specifying award of work + Project Successful Completion Certificate form the Client	<u>Project - 1</u> Project Value _____ Current Status _____ <u>Project - 2</u> Project Value _____ Current Status _____ <u>Project - 3</u> Project Value _____ Current Status _____ <u>Project - 4</u> Project Value _____ Current Status _____ <u>Project - 5</u> Project Value _____ Current Status _____	Yes / No	
10	Certifications	CMMI -3 level Or Quality Management	CMMI Level _____ ISO _____	Yes / No Yes / No	

Sl. No.	Basic Requirement	Required	Remarks	Provided	Reference & Page Number
		System Certification ISO: 9001:2008 certifications			
11	Consortiums	<i>Consortiums not Allowed</i>		Yes / No	
12	Legal Entity	Copy of Certificate of Incorporation; Copy of VAT and Service Tax Registration Certificate; and Copy of PAN Card	Certificate of Incorporation	Yes / No	
			VAT	Yes / No	
			Service Tax	Yes / No	
			PAN	Yes / No	
13	Blacklisting	A self-certified letter		Yes / No	
14	Technical Employee Strength in India	Certificate from authorized person in HR Department of the Bidder for exact number of technically qualified professionals employed by the company	Should be at least 25	Yes/No	

19.2. Form I-2: Compliance Sheet for Technical Qualification Proposal

Sl. No.	Basic Requirement	Required	Remarks	Provided	Reference & Page Number
1	Resume of all key technical resources proposed for the assignment	As per the Form II-5 of Appendix-II respectively.		Yes / No	
2	Approach & Methodology	As per the Form II-3 & II-4 of Appendix-II		Yes / No	
3	Presentation	Detailed Presentation covering Approach & Methodology and Team Composition sought in TABLE I & TABLE II below		Yes / No	

TABLE I: Composition of Solution Team: Bidder will provide the details of manpower engaged by him in following format:

	Team Member/ Designation	Role/ Domain Expertise	Man Days & Man Hours in Project	Measurable Deliverables /Visible Outcome	On site /Off site
Project Management & Coordination	1.				
	2.				
	3.				
Design, Planning and Conceptualization	1.				
	2.				
	3.				
	4.				
Architecting & Design	1.				
	2.				

	3.				
	4.				
Development (Module wise TABLE II)					
Implementation	1.				
	2.				
	3.				
	4.				
UAT: Functional Performance Security	1.				
	2.				
	3.				
	4.				
O & M	1.				
	2.				
	3.				
	4.				
Maintenance & Minor Change Request	1.				
	2.				
	3.				
	4.				
Help Desk	1.				
	2.				
	3.				
	4.				
Exit Management	1.				
	2.				

	3.				
	4.				

TABLE II: Composition of Solution Team: Bidder will provide the details of Module wise development manpower and reports provisioned in the design of modules AND additional modules (provisioned by him in the solution offered) AND self-audit of solution before UAT in following format:

Sl. No.	Module	Development team Composition	List of Reports provisioned from the module
I. Treasury Department			
1	Pay Roll		
2	Claims		
3	Pension Disbursement		
4	Income Tax		
5	E-Payment		
6	HRMS		
7	Works Accounting		
8	PLA		
9	Stamp Inventory & Management		
10	Receipt Accounting		
11	Payment Accounting		
12	GIS		
13	GPF		
14	Virtual Treasury		
15	Input / Output		
16	DDO		
17	e-Challan		
II. Registrar Chits, Firms & Societies			
1	Registration		
III. Directorate of Accounts & Entitlements			
1	Pension		

	Sanction		
2	GIS		
3	IRLA		
4	NPS		
IV. Budget Department			
1	Resources Planning		
2	Budget Preparation		
3	Budget Disbursement		
4	Budget Maintenance		
5	Budget Plan		
6	CPSMS		
7	Public Debt Management		
VI. A.G. Office			
1	e-Audit		
2	AG Module		
V. Generic Functionality			
1	Generic Modules		
Additional Modules offered by the bidder			
1			
2			
3			
Self-Audit reports provided by the Bidder before UAT			
1	Functional Audit		
2	Performance Audit		
3	Security Audit		

19.3. Form I-3: Particulars of the Bidder

Sl. No.	Information Sought	Details to be Furnished
1.	Name of the bidding Company	
2.	Address of the bidding Company	
3.	Local Address (In Dehradun) of the bidding Company (If Any)	
4.	Incorporation status of the firm (public limited / private limited, etc.)	
5.	Year of Establishment	
6.	Date of Registration	
7.	ROC (Registrars of Companies) Reference No.	
8.	Details of Company Registration	
9.	Details of VAT Registration with appropriate authorities for VAT	
10.	Details of Service Tax Registration with appropriate authorities for service tax	
11.	PAN Details	
12.	Name, Address, email, Phone nos. and Mobile Number of Key Contact Person (s)	

19.4. Form I-4: Bank Guarantee for Earnest Money Deposit

To,

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

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

20. Appendix-II: General Templates

20.1. Form II-1: Letter of Bid

To:

< Location, Date >

< Name >

< Designation >

< Address >

< Phone Nos. >

< Fax Nos. >

< Email id >

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

Dear Sir/Madam,

We, the undersigned, offer to provide <Name of Services> to the BUYER on < Name of the Project> with your Request for Bid dated < insert date > and our Bid. We are hereby submitting our Bid, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

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

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

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

20.2. Form II-2: Project Citation Format

Relevant software development project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

20.3. Form II-3: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Bid. Bidder needs to present Approach and Methodology divided into the following sections:

- a. Proposed System - A brief write up with diagrams on the proposed system covering details of Software Solution, working architecture, deployment, O & M including MIS/monitoring tools.
- b. Team Composition.
- c. Understanding of the project (how the proposed system is relevant to the understanding).
- d. Technical Approach and Methodology.

20.4. Form II-4: Proposed Work Plan

No	Activity ¹	Calendar Months													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
N															

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

20.5. Form II-5: Resume of Key Personnel

Form II-6: Resume of Key Personnel	
Project Manager (one number)	<Name> <Highest Qualification> <Experience in Years>
Business Analyst (one number)	
Module Leaders (as required)	
O&M Resources (Two numbers)	

20.6. Form II-6: Bill of Material (Software)

Sl. No.	Item	Proposed Solution (Provide the product name or fill custom built in case of a new development)	Unit of Measurement	Licenses
a)	IFMS	<To be filled by the bidder>		Perpetual
b)	Others if any (Please specify)			

Note: Software delivered will be for unlimited number of installations and unlimited number of users.

21. Appendix III: Financial Bid Template

21.1. Form III-1: Covering Letter

To:

< Location, Date >

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

Subject: Submission of the Financial bid for < Name of the Project >

Dear Sir/Madam,

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

1. PRICE AND VALIDITY

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

2. UNIT RATES

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

3. TENDER PRICING

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

4. QUALIFYING DATA

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

5. BID PRICE

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

6. PERFORMANCE BANK GUARANTEE

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

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e., [*Date*]. We understand you are not bound to accept any Bid you receive.

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

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

Thanking you,

We remain,

Yours sincerely,

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

21.2. Form III-2: Consolidated Financial Bid (BOQ)

Sl. No.	Description of Work	Total Price (a)	Taxes (wherever applicable) (b)	Total cost (total price + taxes) (a+b)
a)	Software development of IFMS (Including 1 year Warranty & Support post Go-Live)			
b)	Annual Maintenance for 3 years			
Total Cost				
Total cost in figures:				

22. Appendix IV: Template for PBG

22.1. Form IV-1: Performance Bank Guarantee

PERFORMANCE SECURITY

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

Whereas, < Name of the agency and address > (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. < Insert Contract Number > dated < Date > to provide services for < Name of the Project > to < Name of the BUYER > (hereinafter called “the beneficiary”)

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

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

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

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

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

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

Notwithstanding anything contained herein:

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