# Request for Bids
# Services

## Contract Title: Design, Development and Maintenance of ICT enabled services for Taxation Department of Garo Hills Autonomous District Council

**RFP Reference No.: MBDA/JICA/43/2021**

# Request for Proposal

## Contents

## 1. Purpose of the RFP

The purpose of this RFP is to solicit proposals from the bidders for selection of System Integrator (SI) for this project through a competitive bidding process. The System Integrator will be responsible for the design, development, implementation and operations and maintenance of the project.

The RFP has two parts viz., Part A and Part B

**Part A:** This part brings out the Scope of Work, Technical, Functional and Operational Requirements

**Part B:** This part brings out the Bid Process Management process, Eligibility criteria, Technical Evaluation Criterial, Payment Terms, Bid Formats etc.

# Part A: Scope of Work, Technical, Functional and Operational Requirements

## 2. About MBDA

The Meghalaya Basin Development Authority (MBDA) is an agency of the Planning Department, Government of Meghalaya. It is implementing the the Community-Based Forest Management and Livelihoods Improvement in Meghalaya is being implemented by MBDA with support from the Japan International Cooperation Agency (JICA). The Project objective is to restore and conserve natural resources within the villages by sustainable forest management, livelihood improvement, and institutional strengthening, thereby contributing to conservation of environment, biodiversity, and uplifting of socio-economic conditions of people in the State of Meghalaya.

The project will be implemented in 22 blocks out of which 14 blocks will be in the Garo Hills region of the state. The Project has three key components including:(1) Sustainable Forest Management, (2) Community Development and Livelihood Improvement, and (3) Institutional Strengthening.

## 2.1 Garo Hills Autonomous District Hill Council (GHADC)

The Garo Hills Autonomous District Council has been functioning since 1952 in exercise of the powers conferred upon it by the 6th Schedule to the Constitution of India. Since then, it has made various laws and by-laws on matters relating to collection of revenues on land and buildings, trades and callings, village administration, animals, transport, etc. It has done much to cater to the needs of the people of Garo Hills and development of Garo Hills Caste and Others and Other Backward Classes.

The overall administration of GHADC is vested in the Executive Committee headed by the Chief Executive Member. There is a Secretary to the Executive Committee who is appointed by the Executive Committee and responsible for supervision of the administrative works of the District Council. The District Council has 3 main administrative wings of diverse functions viz. Executive, Legislative and Judiciary.

The District of Garo Hills occupies the south-western part of the State of Assam having an area of about 3152 sq miles of which 2971.9 sq miles are hilly areas and the rest are plain areas. An international border of about 150 miles separates the district from the Mymensingh District of Bangladesh. The total population of the Districts covers Schedule Tribe, Schedule Caste, Others and Other Backward Classes.

## 2.1. GHADC Vision for the future

Aims / envisions to become self-sufficient, self-reliant, and self-sustaining by introducing various measures such as:

a. To move towards cashless transactions

b. Towards self-reliance

## 2.2. Project Objectives

a. Strenghten the institutional delivery capability of GHADC by use of ICT enabled technologies
b. Improve Service Delivery and bring Citizen – Business Centricity
c.

## 3. Scope of Work

The scope of work is segregated into two phases viz., Implementation Phase and Operations & Maintenance Phase

## 3.1. Implementation Phase

I. Requirement Gathering for the identified services and the associated MIS Reports. The list of services is provided in the subsequent section and the "Annexure Taxation GHADC To Be Process and Process Descriptions" are provided as Annexure to this document

II. Assessment study and system design.

III. Solution Architecture and Design of services

IV. Design, Development, Implementation, Testing of the identified services of the Taxation.

V. Optimally size the software to meet user load

VI. Propose cloud resources for deployment of the software/ e-Services

VII. Integrate the system with SMS, Payment gateway and email

VIII. Deployment of the ICT enabled e-Services in MeitY empaneled CSP.

IX. Comply to the guidelines, standards and policies as specified in the later sections.

X. Training to the identified Users

## 3.2. Operations and Maintenance Phase

I. O&M of all associated artifacts for a period of 3 years post implementation/Go Live.

II. SI shall procure and provision cloud resources from MeitY empaneled CSP to successfully render the services

III. Meet the SLAs as specified in the document

Note: The O&M period may further get extended by another 2 years on mutually agreed terms and conditions

## 4. Taxation GHADC & List of Services

## 4.1. Taxation GHADC

Taxation GHADC is comprising of three branches namely Normal Branch, Enforcement Branch and Profession Registration Branch. Each Branch is being headed by Superintendent of Taxes of that particular branch. The Normal Branch is responsible for services for collection of Professional Tax for Gazetted Employee, Non-Gazetted Employee, Contract/Business and settlement of cattle tax collection areas. The Enforcement Branch is responsible for providing Trading License for Non-Tribal, License Fee for renewal of Trading License, providing NOC for the trading for tribal, etc. Likewise, Profession Registration Branch is responsible for the service like collecting share money from motor vehicle taxation.

## 4.2. List of Identified Services

The following table provides the identified list of services of Taxation GHADC, GHADC which falls within the scope of this project:

| Taxation GHADC | |
|---|---|
| S No | Name of the Identified Services |
| 1. | Payment of Professional Taxes – Private Sector Employees |

| Taxation GHADC | |
|---|---|
| S No | Name of the Identified Services |
| 2. | Payment of Professional Taxes – Gazetted Employee |
| 3. | Payment of Professional Taxes – Non-Gazetted Employee (if filled individually) |
| 4. | Payment of Professional Taxes – Non-Gazetted Employee (if filled in group) |
| 5. | Payment of Professional Taxes – Contracts & Business |
| 6. | Trading License by Non-Tribal (TnT) |
| 7. | Renewal of Trading License for Non-Tribal |
| 8. | NOC for Tribal for trading |

Note: The technical requirements to ICT enable the e-Services are provided in the subsequent sections and the To Be Process Maps and the Process Descriptions are provided as Annexure to this document.

## 5.    Technical Requirements

### 5.1.    Solution and Application Architecture

A centralized architecture has been proposed for the envisioned project. All requests from internal and external users will be sent to this system, located in a central place for processing i.e., at a Meity Empaneled CSP. All users will access the application through local or remote terminals using a browser through internet both for external user and internal users

The overall technology solution shall be based upon the most relevant and suitable architecture standards including standards for Service Oriented Architecture (SOA), Micro Services, XML services & necessary protocols for internet applications.

Application developed should be integrated with SMS Gateway, Payment Gateway / Instruments etc.

It is also suggested that that the application proposed for design and development for the project must follow best practices and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/ external factors.

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

Application Architecture to be proposed by the bidder should be of N-tier architecture.

## 5.2. Envisioned Technical Architecture

The Technical Architecture of the System would be multi layered. The architecture is scalable both vertically and horizontally with security features.

The salient features of the layers are as follows:

**Presentation Layer:** The user shall interact and transact business with this layer. The layer shall provide the following features to users such as personalization, enterprise search, analytics etc.

All services either requested or delivered would be orchestrated through this layer.

**Web Experience and Content Management Layer:** This layer of the system provides for content targeting, content authoring, Web Content Personalization, Multi-Channel Delivery, Information Rights Management etc.

**Process and Service Integration Layer:** This layer facilitates integration of multiple business processes with the help of defined business rules. It also facilitates real time dashboard and data exchange

**Application Layer:** This layer of the System would have the various software applications which serve the business functionalities of the Council/ GHADC. Additional services shall be added, modified at this layer. The layer on top of this integrates the various business processes.

**Infrastructure and Data Layer:** This layer contains the host of hardware, software, Network, used for storing data, exchanging data, system software, business software etc.

**Security Confidentiality and Control Services:** This runs vertically across the entire architecture providing security services to the various services. The architecture provides security services such as Single Sign On, Authorization and Privacy, Secure Communications, Identity Management, Role Management etc.

**External Interface:** This layer facilitates in providing access to external stakeholders in pushing and pulling data with the Systems

## 5.2.1. Enterprise Portal – Gateway to All Services

**Personalization**

The Enterprise Portal and its web pages should have the feature to be personalized based on the characteristics (interests, category, and context) of the logged in user.

Personalization of portal includes the following:

- Remembering user preferences in the applications.
- Option to change skins based on the theme for better user experience.

**Enterprise Search**

Enterprise search is the practice of making content from multiple enterprise-type sources, such as databases and intranets, searchable to a defined audience. Enterprise search systems index data and documents from a variety of sources such as: file systems, intranets, document management systems, e-mail, and databases.

**Mobile Accessibility**

Mobile accessibility will enable dissemination of information from the applications through wide range of mobile devices and gadgets. This will make the LEeGS portal both portable and accessible. Mobile accessibility guidelines should be according to the Mobile Web Best Practices Guidelines (MWBP).

**Analytics**

Analytics is the process of obtaining an optimal or realistic decision based on existing data. It is typically carried out within an information system. Common applications of analytics include the study of data using statistical analysis to discover and understand historical patterns in order to predict and improve

business performance in the future. From the portal interface, various audits, analytical and statistical data and real time dashboard, relevant notifications should be available for business users, portal managers and administrators.

**Secure Search**

Secure search in the application will be an encrypted end-to-end encrypted search solution between the user's computer and server. This secured channel will help protect search terms and search results pages from being intercepted by a third party and provide a more secure and private search experience

### 5.2.2. Web Experience Management

GHADC / Council would need to provide a strategy for delivering a seamless online experience for its external stakeholders like Businesses / Citizens / GHADC Officials etc. In order to do that, GHADC / Council would need to do more than just streamline the online experience; they need to connect the external user experience across the multi-channel user experience.

**Multi-channel content delivery**

The application should be capable to provide a strong platform to promote content through multiple channels like mobile apps, email, alerts etc. Provision for multi-device channel support for performing various actions related to all business process of GHADC / Council.

### 5.2.3. Content Management

**Content Management Services**

Content Management is the set of processes and technologies that support the collection, managing and publishing of information in digital format, which may be in the form of text, such as documents, multimedia files, such as audio or video files, or any other file type which follows a content lifecycle which requires management.

**Capture and Indexing**

Scanning and Capture solution that come with an ECM solution has provisions for single as well as bulk document import into the DMS repository along with the metadata. It supports direct upload of Scanned Document to DMS repository. Scanning solution should support ISO standardize PDF/A format for long

term archival. It should support centralized deployment of scanning templates so that the central user can deploy the scanning templates at multiple locations. Support for major scanning standards including but not limited to TWAIN and ISIS scanning.

**Metadata Management**

The file metadata should be browsed any user who has at least a "browse" permission level on the file. The metadata can be very detailed containing the categories, keywords (for searching or indexing), multiple author names, date of processing (or creation). But more importantly, metadata should be in searchable format.

**Integration and Interoperability**

The prime idea behind the integration functionality is that the user should be able to retrieve existing documents directly from the document management system repository, make changes, and save the changed document back to the repository as a new version, all without leaving the application. The DMS software should co-operate with other software packages in several ways. The integration on a number of occasions uses open standards like ODMA, LDAP, WebDAV and SOAP.

## 5.2.4. Process / Service Integration

**Service Oriented Architecture:**

Service Oriented Architecture (SOA) strategy at the enterprise level is a fundamental requirement for the envisaged application, as this will help GHADC enhance the flexibility of the / administrative / regulatory/ technical processes along with reducing IT costs. Despite being an IT architectural approach, the architecture will combine people, process and technology to establish a technology framework which will serve the day-to-day operations across GHADC / Council and also re-use components to accommodate ongoing needs, change and growth of GHADC.

Following are some of the characteristics of the architecture designed:

- Requires being built on Open Standards
- Align GHADC / Council processes with IT
- Integrate functions and processes across GHADC / Council
- Enables agility, flexibility and responsiveness

▪ Sets framework for integrating external and legacy applications

At its core, SOA will allow the various GHADC application functionalities to be exposed as services to other applications (and vice versa), providing exchange of information using a standards-based approach.

**Process integration**

Process Integration layer of the GHADC / Council application will automate complex business processes or provide unified access to information that may be scattered across many systems. Process Integration will provide a clean separation between the definition of the process in the process model, the execution of the process in the process manager, and the implementation of the individual functions in the applications. This separation will allow the application functions to be reused in many different processes.

**Service Integration**

Service Integration requires the various applications of GHADC / Council to be defined as reusable, easily changeable components of business functionality and interrelation of these various components.

**Process / Human Workflow**

A workflow management system is a computer system that manages and defines a series of tasks within an organization to produce a final outcome or outcomes. Workflow Management Systems allow users to define different workflows for different types of jobs or processes. At each stage in the workflow, one individual or group is responsible for a specific task. Once the task is complete, the workflow software ensures that the individuals responsible for the next task are notified and receive the data they need to execute their stage of the process. Workflow management systems also automate redundant tasks and ensure uncompleted tasks are followed up. Workflow management systems may control automated processes in addition to replacing paperwork. A workflow management system also reflects the dependencies required for the completion of each task.

**Process Simulation & Analysis**

Process simulation is used for the design, development, analysis, and optimization of technical processes. Process simulation is a model-based representation of technical processes and unit operations in software.

## 5.2.5. Security, Confidentiality and Control

**Single Sign-On**

Single Sign-On (SSO) is a property of access control of multiple related, but independent software systems. With this property a user will log in once to the System and gain access to all systems without being prompted to log in again at each of them. Single sign-Off is the reverse property whereby a single action of signing out terminates access to multiple software systems.

As different applications and resources support different authentication mechanisms, single sign-on has to internally translate to and store different credentials compared to what is used for initial authentication.

**Secure Communication Channels**

Secure communication channels ensure that data is protected from accidental or deliberate (malicious) modification while in transit. Hypertext Transfer Protocol Secure (HTTPS) is a combination of the Hypertext Transfer Protocol (HTTP) with SSL/TLS protocol to provide encrypted communication and secure identification of a network web server – the main idea of which is to create a secure channel over an insecure network.

**Identity Management**

Identity Management refers to the processes and technologies involved in managing and maintaining digital identities for the purpose of administering physical and logical access. Identity Management and Single Sign-On (SSO) would provide the capability to use the single credentials per user to access all features/modules/components of envisioned system. This would also be responsible for disallowing multiple logins to the system from different machines.

**Role Management**

Role management deals with managing authorization, which enables administrators to specify the resources that users in your application are allowed to access. Role management treats groups of users as a unit by assigning users to roles such as Competent Person / Inspecting Official, Elected member, and so on. Users can belong to more than one role. Roles give the flexibility to change permissions and add

and remove users without having to make changes throughout the site. Access rules can be defined in ICT system based on role management – such rules can be made independent from individual applications.

**Authorization & Privacy**

Authorization refers to determining the roles, responsibilities and level of access to be granted to the user based on his profile. As heterogeneous information systems with differing privacy rules are interconnected and information is shared, policy appliances will be required to reconcile, enforce and monitor an increasing amount of privacy policy rules. There are two categories of technology to address privacy protection in commercial IT systems:

- Privacy Policy Communication

  P3P - The Platform for Privacy Preferences is a standard for communicating privacy practices and comparing them to the preferences of individuals.

- Privacy Policy Enforcement

  XACML - The Extensible Access Control Markup Language together with its Privacy Profile is a standard for expressing privacy policies in a machine-readable language which a software system can use to enforce the policy in enterprise IT systems.

  WS-Privacy - "Web Service Privacy" will be a specification for communicating privacy policy in web services. For example, it may specify how privacy policy information can be embedded in the SOAP envelope of a web service message.

**Auditing**

An information technology audit, or information systems audit, is an examination of the management controls within an Information technology (IT) infrastructure. The evaluation of obtained evidence determines if the information systems are safeguarding assets, maintaining data integrity, and operating effectively to achieve the organization's goals or objectives. These reviews may be performed in conjunction with a financial statement audit, internal audit, or other form of attestation engagement. Protecting the valuable IT assets of GHADC / Council such as computers, networks, and data requires GHADC/ Council has their own IT security audits in order to get a clear picture of the security risks they face and how to best deal with those threats.

**Data Security**

Data Security measures is intended to ensure that data and data systems are protected against a variety of threats such as sabotage, unauthorized disclosure, fraud, service interruption, misuse and natural disaster. Adequate protection against such threats will ensure availability, confidentiality and integrity of data. Data security technologies include disk encryption, hardware based mechanisms for protecting data, backups, data masking, data erasure, etc.

## 5.3. Integration & Interfacing Requirements

### 5.3.1. Applications

The envisioned portal and application shall be open for integration, interfacing and data exchange with other Government Applications with platform and technology independent facility in it. Further the proposed application should have integration facility with SMS and Payment Gateway

### 5.3.2. SMS & Payment Gateway / Instrument

National Payment Gateway and SMS Gateway may also be used for this project and proposed solution should have the facility to integrate with these gateways. The Selected Bidder shall integrate the system with the SMS and Payment Gateway/ Instrument

## 5.4. Mobile App: Design Considerations

  i.    Mobile application should be compatible and accessible on major mobile device OS such as Android
  ii.   Application should be built with open standards and open APIs
  iii.  User interface should be available in English
  iv.   The App should provide an update feature in case of newly published version
  v.    Mobile should have functionalities like:
        a.  Able to access Phone Camera, Phonebook, GPS etc.
        b.  Auto read OTP
  vi.   App should be resolution independent that will automatically expand / compress itself as per the screen resolution
  vii.  Application should be capable to plug-in new technologies and components in a seamless manner
  viii. Application should have capability to connect to the network in batches, in order to overcome the no network scenarios

    ix.     Application design should have capability to minimize its power and memory footprint during low memory scenario

    x.     The App should work in both offline / online mode

## 6.    Adherence to Standards, Policies and Guidelines

a.  The portal should have multilingual support.  The system should support Unicode UTF-8 encoding facility.

b.  All the forms / screens should be in English

c.  Support multiple dates and time formats (especially dd-mm-yyyy which is the most prevalent in India). The user on the web portal should be able to change the date format as required.

d.  The portal must comply with guidelines as specified by Government of India and available at www.web.guidelines.gov.in

e.  All data and applications delivered through the portal must be fully usable with all common web browsers, including at minimum latest versions of Microsoft Internet Explorer, Safari, Chrome and Firefox.

f.  No special client software shall be required to use any aspect of the data or applications delivered through the website.

g.  The system must be "device aware" and vary content and access based on which device a user is utilizing i.e. users can securely access the portal via alternate devices, such as handheld PDAs and mobile phones.

## 6.1.   Conformance to Technology & Standards

During the implementation following standards & guidelines of MEITY would be referred/ used:

- The solutions would be made centralized, multi-tenant, Integratable and support open APIs
- **The application would be built on open source software and open standard platform and adhere to policies set out by MEITY on Open Source, Open APIs, Principle of e-Kranti, Software development and Reengineering guidelines, GoI cloud policy**
- The solution would be cloud based or cloud compliant

- The solution would be scalable and replicable with minimum changes, for similar kind of operations

Interoperability is defined as the ability of two or more systems or components to exchange information and use the information that has been exchanged. Data standardization and interoperability are prerequisites for sharing and interfacing GHADC / Directorate systems/ Data with other National Agencies / State Agencies and businesses. The Web portal should follow the GIGW guidelines.

The list of standards is indicated for reference but may not to be treated as exhaustive:

- Portal (Web pages) development W3C standards
- Information access / transfer protocol SOAP, HTTP/HTTPS
- Interoperability Web services open standards
- Digital Signature RSA standards
- Document Encryption PKCS specifications
- Secure Communication SSL protocol
- PDF 417 as 2D Bar Code standard
- Information Security ISO 27001 Standards
- 2-Factor RBAC Authentication and Authorization

## 6.2.  Conformance to NeGP Framework

The solution architecture for the applications should be based on the layered architecture approach, allocated with a different set of service components like presentation, business, security, data access and data storage components. Each layer would be loosely coupled with the adjacent layers providing demarcation of functionalities. Components in each layer will interact with components of neighboring layers only. The layered approach ensures a clean division of responsibility and makes the system more scalable, flexible, maintainable and extensible with a high level of cohesion between components. Proposed solution should be exposing the services in a Service Oriented Architecture (SOA)

## 6.3.  Compliance with Open Standards

Open standards are of major importance for the success of all such ICT based governance projects in both the short and long term duration. By adopting open standards, the vendor lock-in and technology lock-in

can be avoided. Open Standards provide standard interfaces and models for the data to be exchanged and are the key enablers for establishing well-functioning service oriented architecture.

## 6.4. Compliance with OSS Policy of GoI

- The solutions would be made centralized, multi-tenant, integratable and support open APIs
- The application would be built on open source software and open standard platform and adhere to policies set out by Meity on Open Source, Open APIs, Software development and Reengineering guidelines, GoI cloud policy
- The solution would be scalable and replicable with minimum changes, for similar kind of operations

## 6.5. Technology Standards

| S No | Technology Standards |
|------|----------------------|
| I. | **Architecture**- The application architecture should be n-tiered and must include all necessary software components.  Architecture shall allow for future scalability and scope addition by way of defining new services. |
| II. | **Integration with Existing IT Applications**: SI should ensure that the proposed solutions are having necessary interfaces for data exchange with the existing/ proposed IT applications. |
| III. | **Web Services**- SI should ensure that the solutions proposed be integrated based on open standards supporting Web Services principles |
| IV. | The solution architecture should be platform, database and vendor independent. |
| V. | The solution is required to provide modularity (business function and process) that should support addition / removal of one more modules as and when required. |
| VI. | The solution should ensure data safety and integrity in the event of communication channels operation    failures, software and hardware operability failures. |
| VII. | The solution should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall |

| | |
|---|---|
| | solution. The architecture should be proven to be highly scalable and capable of delivering high performance as and when the transaction volumes increase. |
| VIII. | System should employ a common user access and authentication service to ensure Single-Sign on for the end-user. |
| IX. | The system should be developed to be deployed in n-tier data center Architecture. |
| X. | System should be extensible to provide access to the interfaces through mobile data terminals. |
| XI. | System should support secure transmission of data over the network and support Secured Socket Layer (SSL). |
| XII. | Any access to the solution database shall only be via application after appropriate authentication |
| XIII. | System should support requirement of OTP and digital certificates for authentication and non-repudiation. |
| XIV. | As part of their Technical Bid Response, the SI shall provide the detailed architecture and comprehensive Bill of Materials for all components of the proposed solution. |
| XV. | Offline – Online Mode:<br><br>▪ The Mobile Application should work in both online and offline mode and have the capability to synchronize with the central application once the data generated in offline mode gets the required connectivity. |

## 6.6. Snapshot of e-Governance Standards and Guidelines

The solution shall be compliant with Industry Standards (the latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation and testing. The list below is just for reference and is not to be treated as exhaustive.

| Technology | Compliance With |
|---|---|
| Portal development | MeitY guidelines available on http://web.guidelines.gov.in |

| Technology | Compliance With |
|---|---|
| Information access/transfer protocols | SOAP, HTTP/HTTPS |
| System Software | The database should be Open Source Software as a mandatory requirement . This is as per MeitY Guidelines on adoption of Open Source in the government organization. |
| Interoperability | Web Services, Open standards, XML etc. |
| Usability | ISO 9241 |
| Technology standards | OWASP |
| Digital signature | RSA standards |
| Document encryption | PKCS specifications |
| Information Security | ISO 27001 |
| Operational integrity & security Management | ISO 17799 |
| e-Governance Application Standards | MeitY guidelines available on http://egovstandards.gov.in |
| MeitY Guidelines on Open Standards | http://egovstandards.gov.in/ |

## 7. System Sizing and Cloud Deployment Requirements

The system should be deployed in the MeitY empaneled and STQC audited Cloud Service Provider with features to auto-scale as per service demand. Back Up of the data should be taken in the cloud itself. The System should however be capable of taking spike in service transactions.

There are about 50 User from GHADC and another 10 from Govt of Meghalaya level. These users would be accessing the envisioned application through internet connections. The GHADC level users would be accessing the envisioned system to perform business functions to receive and deliver services.

Approximately, 10,000 users would be using to pay the Professional tax as Private Employees / Teachers. Approximately 500 Business Users transact with the GHADC for TnT. There would another 10% of such business users who may request the GHADC for amendment / cancellation of License documents once in a year.

An increase of 10% p.a. may be expected of such business users requesting for Registration / Licenses under various acts.

## 8. Project Implementation Timelines

The identified services of the Taxation GHADC should be implemented in a staggered manner. The following table depicts the timelines for implementing the services.

| S No | Name of the Identified Services | W1 | W2 | W3 | W4 | W5 | W6 | W7 | W8 |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Payment of Professional Taxes – Private Sector Employees | ✓ | ✓ | ✓ | ✓ | | | | |
| 2. | Payment of Professional Taxes – Gazetted Employee | ✓ | ✓ | ✓ | ✓ | | | | |
| 3. | Payment of Professional Taxes – Non-Gazetted Employee (if filled individually) | ✓ | ✓ | ✓ | ✓ | | | | |
| 4. | Payment of Professional Taxes – Non-Gazetted Employee (if filled in group) | ✓ | ✓ | ✓ | ✓ | ✓ | | | |
| 5. | Payment of Professional Taxes – Contracts & Business | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| 6. | Trading License by Non-Tribal (TnT) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 7. | Renewal of Trading License for Non-Tribal | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 8. | NOC for Tribal for trading | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

## 9. Training Requirements

For each service, training to the relevant process actor from GHADC side should be provided. It is estimated that a total of 25 persons would be required to be trained. The mode of training would be web-based online.

Batches as per the service would be formed for the purpose of training.

## 9.1.   UAT Training

**UAT Training:** For acceptance test, GHADC shall select Officials of the Council from various sections for performing User Acceptance Test (UAT) of the system at the time of delivery.

## 9.2.   Application Training

i.   Imparting training in Information Technology (IT) and Change Management.

   A.   Such trainings and skills will be imparted to all levels of employees involved in the processes pertaining to the services.

   B.   These would range from senior officers up to the officials working in the field offices

ii.   Prepare and organize training programs to facilitate the user GHADCs in the efficient usage of the new system training will be provided to GHADC's / Councils employees whose Information & services will be provided through the envisioned system.

iii.   Training shall encompass the knowledge of basic functionalities of Application, Guidelines and other backend processes required during the maintenance phase.

iv.   Training shall also be provided for teaching the basic trouble shooting activities in case of problems.

The mode of training would be Computer based and online.

## 9.3.   Mobile App Training

A batch of 25 officers shall be provided training. The training would comprise of

   i.   Installation of the Mobile App in the Device

   ii.   Complete walk through to the features of the Mobile App

The SI is expected to create a simulated condition for providing this training.

## 9.4.   Super User Training to IT Dept of GHADC

GHADC has a small IT section comprising of 3 -4 persons.   The SI shall train these officers on Application Administration, System Administration and on SLA monitoring.  The SI shall also train these officers as Champion Trainers who could train the other Directorate Users on usage of the application.

**The bidder shall propose a detailed training plan as part of their proposal.**

## 10. Exit Management Plan and Handover Mechanism

The SI shall prepare and provide the GHADC an Exit Management Plan.

**The Exit Management Plan shall contain the details thereof including the following:**

(i) A detailed program of the transfer process that could be used in conjunction with GHADC or the Replacement Vendor, 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 during the transfer;

(ii) Modalities for communication with SI's sub-contractors, staff, suppliers, service providers and any related third party as are necessary to avoid any detrimental impact on the Systems operations as a result of the transfer;

(iii) Plans for provision of contingent support to the project and GHADC or the Replacement Vendor for a reasonable period after the transfer.

**Handover Mechanism:**

(i) At the end of the specified O&M services period, GHADC may exercise its option to renew the O&M services by another 2 years on mutually agreed terms and conditions with the existing SI or decide to undertake these activities on its own or to a third-party

(ii) If Handover is required to GHADC / any other vendor at the end of the existing O&M or otherwise, SI would be responsible for handing over the complete know-how, documentation records, software logs and all such relevant items that may be necessary for the transition process

**In this regard bidder is instructed to provide an Exit management plan in their bid response**

## 11. Testing, Quality Assurance and Acceptance Requirements

### 11.1. Testing & Quality Assurance Criteria

Selected bidder is required to develop and implement quality assurance processes and procedures to ensure that the system development and operations are performed to meet the quality standards that are relevant to each area in all project phases.

Selected bidder is required to use various tools and techniques that can make tests run easily and the results are automatically measured. In this way, testing tools provide a more cost-effective and efficient solution than their manual counterparts. Plus, they minimize the risk of human error during testing.

In order to ensure that such a QA mechanism is effective and acceptance of system, the following tests are required for acceptance:

- Unit Testing: Basic validation of developed components
- Functional / Internal Integration Testing: Validation of developed components against functional requirement and design specifications.
- System Testing: Validation of both functional and technical requirements for the entire system. This could include external integration if required or it can be separated into testing phases.
- UAT: User Acceptance Testing (UAT) validation of the  entire solution and assurance that it meets both functional and technical requirements
- Stress and Performance Testing: Load testing enabling understanding of performance and behavior of entire solution under large number of users and high-load conditions.
- Security Testing: Security testing to ensure that the system is secured from external and internal threat

Selected bidder is required to describe their QA and testing approaches and procedures as well as testing tools for conducting various tests in support of the acceptance of the Portal Solution.

## 11.2. Acceptance Criteria

The primary goal of Acceptance Testing, Audit & Certification is to ensure that the system meets requirements, standards, and specifications as set out in this RFP and as needed to achieve the desired outcomes. The basic approach for this will be ensuring that the following are associated with clear and quantifiable metrics for accountability:

1. Functional requirements
2. Availability of the identified Services
3. Performance
4. Security
5. Manageability
6. SLA Reporting System

7. Project Documentation

As part of Acceptance testing, audit and certification, GHADC may appoint a third party agency to review all aspects of project development and implementation covering software, including the processes relating to the design of solution architecture with all the technical and functional requirements of the RFP and the agreement.

GHADC will establish appropriate processes for notifying the SI of any deviations from defined requirements at the earliest instance after noticing the same to enable the SI to take corrective action. Such an involvement of the Acceptance Testing & Certification by the Third Party nominated by GHADC, will not, however, absolve the operator of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services in perfect conformity with the SLAs.

## 12. Operations and Maintenance Phase Requirements

The selected Bidder is responsible for the day to day maintenance of the system for the entire period of Contract. For the ICT components procured as part of this RFP, the selected Bidder will be responsible for Operations and Maintenance Services for the period of 3 years of support from the date of Go-Live date of the project covering the following:

I. Warranty support for complete system

Providing Help desk support with Escalation matrix for registration of complaints related to the ICT components, Cloud, software and application procured/developed through this RFP.

### 12.1. Overview of Post Implementation Support

An indicative list of activities and nature of support to be provided are mentioned below:

#### 12.1.1. System Administration and Trouble Shooting

I. Overall monitoring and management of all ICT components deployed by the selected Bidder for the Project including mobile application, utility software, system software, application, database, hardware and all other services associated with these facilities to ensure service levels, performance and availability requirements as prescribed in the RFP are met.

II. Repair or replace ICT components deployed for this Project, either directly or through a third party warranty provider depending on the case

III. Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.

IV. Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.

V. Maintenance of envisioned system developed by the Selected Bidder

VI. Management of envisioned application and up-gradation as when required along with troubleshooting

## 12.1.2. Database Administration and Trouble Shooting

Undertake end-to-end management of System and database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune database, maintaining the necessary documentation and managing schemes to database schema, disk space, user roles, and storage.

## 12.1.3. Back Up Management

a. SI should evolve a backup and archival strategy

b. Regular backups of project related data

c. Handling service requests on backup and restoration

d. Generation of monthly report on the backup/restoration performance

## 12.1.4. Security Management

a. Reporting and resolution of security incidents

b. Vendor management

c. Escalation and co-ordination with other vendors for problem resolution

## 12.1.5. General Administration

a. Providing suitable access to GHADC IT Cell, to tools implemented for monitoring infrastructure components

b. Creation/deletion/modification of user accounts at the OS level

c. Periodic review of user privileges at the OS level

d. Password management

e. Any other day-to-day administration and support activities required

## 12.1.6. Overall

Undertake regular and preventive maintenance (any maintenance activity that is required before the occurrence of an incident with an attempt to prevent any incidents) and carry out the necessary repairs and replacement of ICT components wherever needed to keep the performance levels of the ICT components in tune with the requirements of the SLA. Such preventive maintenance shall not be attended during working hours of the Council unless inevitable and approved by the GHADC.

Undertake reactive maintenance (any corrective action, maintenance activity that is required post the occurrence of an incident) that is intended to troubleshoot the system with sufficient teams.

## 13. Intellectual Property Rights

The Intellectual Property Rights (IPR) of all software code, data, algorithms, documentation, manuals etc. generated as a part of implementation and O&M of this project shall solely vest with the GHADC. The SI will not have any right to share, use or disclose above mentioned components/artifacts.

**The IPR and Source code generated as a part of the project will be submitted to the GHADC in 2 sets in DVDs before System Go-Live**

Part B: Bid Process Management, Eligibility criteria, Technical Evaluation Criteria, Payment Terms, Bid Formats etc.

## 14. Bid Data Sheet & Key Dates

| Sl. No | Parameters | Date / Value |
|---|---|---|
| 1. | Release of Request For Proposal (RFP) | 12th January 2021 |
| 2. | EMD / Bid Security<br>In Favor of<br>XXXX<br>Payable at | NIL |
| 3. | Last date for Submission of Written Questions by Bidders | 18th January 2021 |
| 4. | Pre- Bid Conference | 20th January 2021 |
| 5. | Last Date for Submission of bids | 25th January 2021 |
| 6. | Date of opening of Technical bids | 27th January 2021 |
| 7. | Date of opening the Commercial bids | To be informed |
| 8. | Award of Contract | To be informed |
| 9. | **Venue for the Pre-bid conference**<br>Virtual Online | |
| 10. | **Address and Email for Communication** | Project Director, Sustainable Community Forestry Management Project, Meghalaya Basin Development AuthorityC/o Meghalaya State Housing Financing & Cooperative Society |

| | | |
|---|---|---|
| 11. | **Venue for Submission of Bids** | -Do- |
| 12. | **Designated Website:** | www.mbda.gov.in |

## 15. General Instructions to Bidders

### 14.1. Eligibility to Bid

1) This invitation for bids is open to all Indian firms who fulfill pre-qualification criteria as specified in 15.2 section.

2) Bidders declared by Government of Meghalaya and Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

3) Breach of general or specific instructions for bidding, general and special conditions of contract with Government of Meghalaya during the past 5 years may make a firm ineligible to participate in bidding process.

4) A company shall submit only one response to the RFP.

5) Consortium is not allowed.

### 14.2. Cost of RFP

The RFP is free of Cost. Interested Bidders may obtain the RFP by downloading from http://www.mbda.gov.in

## 14.3. Pre-Bid Conference

MBDA will hold a virtual online Pre-Bid Conference in the date and time specified in Bid Data Sheet of this document. The purpose of the conference is to provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

## 14.4. Bidder Enquiries and MBDA Responses

All queries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by MBDA. Request for clarifications shall be sent by bidders only through email as specified in the Bid Data Sheet

MBDA will endeavor to provide a complete, accurate, and timely response to all questions to all the Bidders. However, MBDA makes no representation or warranty as to the completeness or accuracy of any response, nor does the MBDA undertake to answer all the queries that have been posed by the bidders. All responses given by the MBDA will be distributed to all the Bidders through e-mail. The responses would also be or hosted on the designated web site.

All email communications sent by Bidders to the MBDA should be sent to the address mentioned in the RFP notification.

| S No | Page No/Section No of the RFP Document | Query Details |
|------|------|------|
| 1 | | |
| 2 | | |

## 14.5. Supplementary Information / Corrigendum/ Amendment to the RFP

At any time prior to the last date for receipt of bids, GHADC 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 issuing Corrigendum/Addendum/ Clarification.

(i)     The Corrigendum/Addendum/ Clarification will be notified in writing or by email or hosted on the designated web site, which can be accessed by any prospective bidders who have received the RFP document and will be binding on them.

(ii)   In order to afford prospective bidders reasonable time to take the Corrigendum/Addendum / Clarification into account in preparing their bids MBDA may, at its discretion, extend the last date for the receipt of bids.

## 14.6. Proposal Preparation Costs

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid.  The MBDA will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

## 14.7. Earnest Money Deposit (EMD) / Bid Security/ Bid Security Declaration

All bids submitted in response to this RFP document shall be accompanied by a Bid Security Declaration in lieu of Earnest Money Deposit (EMD. Bid Security Declaration shall be valid for a period of 60 days from the last date of submission of the bid.

## 14.8. Acceptance part/ whole bid/ modification – rights thereof

MBDA reserves the right to modify the technical specifications/ quantities/ requirements/ tenure mentioned in this RFP including addition/ deletion of any of the item or part thereof after pre-bid and the right to accept or reject wholly or partly bid offer, or, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. MBDA also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

## 14.9. Authentication of Bids

The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

## 14.10.      Interlineations in Bids

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## 14.11.        Deadline for submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the MBDA at the address specified in RFP notification table.

**Last date and time of submission**:  Bid should be submitted before the date and time stipulated in Bid Data Sheet.

MBDA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum or by intimating all Bidders who have been provided the RFP, in writing, website publication or through e-mail, in which case all rights and obligations of  MBDA and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## 14.12.        Late Bids

Bids received after the due date and time as specified in the RFP notification table (including the extended period if any) for any reason whatsoever, shall not be entertained by MBDA and will be returned to the Bidder un-opened.

## 14.13.        Conditions under which this RFP is issued

(i)       This RFP is not an offer and is issued with no commitment. MBDA reserves the right to withdraw the RFP and change or vary any part thereof at any stage. MBDA also reserves the right to disqualify any bidder, should it be so necessary at any stage for any reason whatsoever.

(ii)      Timing and sequence of events resulting from this RFP shall ultimately be determined by MBDA.

(iii)     No oral conversations or agreements with any official, agent, or employee of MBDA shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any agency, official or employee of MBDA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by MBDA to bidders shall not be considered binding on MBDA, nor shall any written materials provided by any person other than MBDA.

(iv)     Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MBDA or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder) in accordance with the terms thereof.

(v)   All bidders, until the contract is awarded and the successful bidder, up to one year during the currency of the contract shall not, directly or indirectly, solicit any employee of MBDA to leave MBDA or any other officials involved in this RFP process in order to accept employment with the organization, or any person acting in concert with the bidder, without prior written approval of MBDA.

## 14.14.      Rights to the content of the Proposal

All the bids and accompanying documentation submitted as bids against this RFP will become the property of MBDA and will not be returned after opening of the technical proposals. The commercial proposals of technically disqualified bidders would   be returned unopened to the bidders. MBDA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. MBDA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. MBDA has the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the bidder.

## 14.15.      Modification and Withdrawal of Proposals

No proposal shall be modified or withdrawn in the intervening period between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. Entire bid security may be forfeited if any of the bidders modify or withdraw their bids during the validity period.

## 14.16.      Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration:

(i)    If it does not comply with the requirements of this RFP.

(ii)    Failure to comply with the technical requirements

(iii)    Failure to acknowledge the receipt of amendments, are common causes for holding proposals non-conforming.

(iv)    If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such Bidders may also be disqualified.

## 14.17.    Disqualification

The proposal is liable to be disqualified in the following cases:

(i)     The bid submitted without bid security.

(ii)    Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

(iii)   During validity of the proposal, or its extended period, if any, the Bidder increases his quoted prices.

(iv)    The bidder qualifies the proposal with his own conditions or assumptions.

(v)     Proposal is received in incomplete form.

(vi)    Proposal is received after due date and time.

(vii)   Proposal is not accompanied by all the requisite documents.

(viii)  If bidder provides quotation only for a part of the project.

(ix)    Proposal is not properly sealed or signed.

(x)     Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

(xi)    Commercial proposal enclosed with the same envelope as technical proposal either in hard or soft copy.

(xii)   The Technical proposal envelope containing the Commercial information, in either explicit or implicit form.

(xiii)  The price information, the pricing policy or pricing mechanisms or any document indicative of the commercial aspects of the proposal are either fully or partially enclosed.

(xiv)    Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

(xv)    In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

(xvi)    Shortlisted bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by the MBDA.

(xvii)    Bidders may specifically note that while evaluating the proposals, if it comes to the MBDA's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the RFPs floated by the Government of Meghalaya.

(xviii)    Has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

(xix)    Bidder fails to meet the bidding requirements as indicated in this RFP.

## 14.18.    Acknowledgement of Understanding of Terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

## 14.19.    Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid.

## 14.20.        Publicity

The selected bidders shall not perform any kind of promotion, publicity or advertising etc. at MBDA and their field offices through any kinds of hoardings, banners or the like without the prior written consent of MBDA.

## 14.21.        Corrupt or Fraudulent Practices

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, the Purchaser reserves the right to reject such bids at its sole discretion.

For the purpose of this clause:

**"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official of the Purchaser in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

**"Fraudulent Practice"** means a misrepresentation of facts in order to influence the evaluation and selection process to the detriment of the Purchaser

## 14.22.        Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with MBDA. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP. Participation by bidders with a conflict of interest situation will result in the disqualification.

## 14.23.        Subcontracting

The SI is not permitted to subcontract any activities related to System Design & development, deployment and enhancements of Solution. SI shall however sub contract Cloud Services from MeitY empaneled CSP.

In the event the SI requires the services of sub-contractors, the SI shall obtain the prior written approval and clearance of  MBDA for all sub-contractors. The approval of MBDA of a sub-contractor shall not

relieve the SI of any of its obligations under the Contract. The terms of any sub-contract shall be subject to and conform to the provisions of the Contract.

## 16. Bid Submission

Bidders are instructed to study this RFP document carefully before submitting their Pre- qualification, Technical and Financial bids in response to the bid Invitation.

(i) Submission of bid in response to this invitation shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

(ii) Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

(iii) Proposals must be direct, concise and complete. MBDA will evaluate bidders proposal based on its clarity and directness of its response to the requirements of the project as outlaid in this RFP.

(iv) The Bidder shall submit both hard and soft copies of the **Pre-qualification** and **Technical Proposal** and exclusively hardcopy of the commercial Bid.  Further, in the event of discrepancy between the hard copy and the soft copy, the hard copy shall prevail.

(v) The original and all hard copies of the Proposal shall be typed (in the case of hard copies, photo-copies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Proposal, where entries or amendments have been made, shall be initialed by the person or persons signing the Proposal.

(vi) The Proposal shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Proposal.

(vii)    If the Proposal is made by an individual firm/company, it shall be signed by a representative authorized for signing the Proposal. All pages of Proposal, except for un-amended printed literature, shall be initialed by person(s) signing the Proposal. All signatures in Proposal document shall be accompanied with the date.

(viii)    Submission of bids shall be in accordance with the instructions given in the Table below:

| Envelope 1 : Pre-qualification Proposal | This envelope should contain the "Bid Security Declaration Form" in the format provided as applicable, and the **"Prequalification Proposal"** in |
| --- | --- |

| | |
|---|---|
| **along with Bid Security Declaraion** | accordance with the requirements specified in this volume and in the format prescribed in Prequalification Bid.<br><br>A Board resolution authorizing the bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of the RFP shall be included in this envelope.<br><br>This proposal should be submitted on **non-rewritable Compact Disc (CD) / USB** along with *one set of printed copies*. The words "**Pre-qualification Proposal** shall be written in indelible ink on the CD. The printed copies shall be signed by the authorized signatory on all the pages before being placed along with the CD/USB in the envelope and sealed. The envelope shall be sealed and super scribed "**Pre-qualification Proposal – Selection of SI for the GHADC Project"** on the top right hand corner and addressed to MBDA at the address specified in RFP notification table.<br><br>In case of discrepancies between the information in the printed version and the contents of the CD/USB, the printed version of the proposal will prevail and will be considered as the proposal for the purpose of evaluation.<br><br>**This envelope should not contain any commercials either in explicit or implicit form, in which case the bid will be rejected.** |
| **Envelope 2: Technical Proposal** | The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed for Technical Bid.<br><br>The Technical Bid should be submitted on a **non-rewritable CD** format along *with one set of printed copies*. The words "**Technical Proposal – Selection of SI for the GHADC"** shall be written in indelible ink on the CD. The printed copies shall be signed by the authorized signatory on all the pages before being placed along with the CD in the envelope and sealed. The envelope shall be sealed and super scribed "**Technical Proposal –** |

| | |
|---|---|
| | **Selection of SI for GHADC Project"** on the top right hand corner and addressed to MBDA at the address specified in this volume.<br><br>In case of discrepancies between the information in the printed version and the contents of the CD, the printed version of the proposal will prevail and will be considered as the proposal for the purpose of evaluation.<br><br>**This envelope should not contain the Commercial Proposal, in either explicit or implicit form, in which case the bid will be rejected.** |
| **Envelope 3:**<br><br>**Commercial Proposal** | The **Commercial Proposal** shall be submitted in a sealed envelope as per the formats prescribed for Commercial Bid.<br><br>The **Commercial Proposal** shall be submitted only in the form of **a printed copy and only one copy will be submitted.**<br><br>The printed copy of the proposal shall be signed by the authorized signatory on all the pages before placing it in the envelope and sealed. The envelope should also be super scribed **"Commercial Proposal – Selection of SI for the GHADC Project". (Not to be opened with the Technical Proposal)** at the top right hand corner and addressed to MBDA at the address specified in this volume.<br><br>**Note: Unsigned printed copy of the Commercial Proposal will lead to rejection of the bid.** |
| **Envelope 4** | All the above 3 envelopes duly sealed should be placed in envelope 4 which shall be properly sealed. The outside of the  envelope must clearly indicate the name of the project **("Proposal for Project – Selection of SI for GHADC Project")** |
| **Note** | The outer and inner envelopes mentioned above shall indicate the name and address of the Bidder. |

| | Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline. All the outer and inner envelopes should be properly sealed. |
|---|---|

(ix) MBDA will not accept delivery of proposal in any manner other than specified in above.

(x) The envelopes for prequalification, technical and commercial proposals shall have name and address of the bidder to enable the proposal to be returned unopened in case it is declared 'late' or the proposal doesn't qualify.

(xi) The bidders are requested to sign across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.

(xii) The envelopes with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/ act/ execute documents forming part of this proposal including various RFP documents and binding contract.

(xiii) If any bidder doesn't qualify in the prequalification evaluation, the technical and commercial proposals shall not be opened.

(xiv) If any bidder doesn't qualify in technical evaluation, the commercial proposal shall not be opened MBDA will not accept delivery of proposals by FAX or Email. Such proposals shall be rejected.

## 15.1. Pre-qualification Bid

The Pre-qualification bid shall provide all evidences and references required for the bidders to prove themselves that they qualify to bid as per the pre-qualification criteria mentioned.

The bidders are expected to complete all the details as sought in that section and submit the following documents as a part of the pre-qualification bid response:

i.   Covering letter for Pre-qualification bid (Section 15.1 Format 1)

ii.  Compliance sheet for Prequalification Criteria (refer section 15.2)

iii. All the requisite documents mentioned in the Compliance Sheet to prove that the bidder meets the *Pre- Qualification eligibility criteria.*

iv. All the necessary documents as described in Pre-qualification bid formats.

v. A Board resolution authorizing the bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of the RFP shall be included in this envelope.

The Bidder shall submit an affidavit verifying that bidder is not black listed by any of the government agencies.

## 15.2. Pre-Qualification Eligibility Criteria & Compliance Sheet

| S No | Eligibility Criteria | Documents to be provided | Complied (Yes/No) Mention Page Reference |
|---|---|---|---|
| 1. | Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 Should have been operating for the last two years | Certificate of incorporation Registration Certificates | |
| 2. | The average annual turnover for the last two years should be more than or equal to 25 lakhs p.a. This should be on account of IT Projects. | Copy of the audited profit and loss account of the company showing turnover of the company for FY 18-19, 19-20 | |
| 3. | The Bidder should have positive net worth in last two financial years i.e., (F.Y. 2018-19 and 2019-20 respectively) | Auditor's / Company Secretary Certificate mentioning Net-Worth | |
| 4. | The Bidder should have experience executing at least two e- governance projects during last 2 Financial years. | Purchase order / client completion certificate | |
| 5. | The Bidder should have: <br> (i) Valid PAN Number <br> (ii) Valid GST Number | Copy of PAN Card Copy of GST Registration Certificate | |

| S No | Eligibility Criteria | Documents to be provided | Complied (Yes/No) Mention Page Reference |
|------|---------------------|--------------------------|------------------------------------------|
| 6. | The Bidder should not be black listed or debarred from participation in any State/Central government/PSU procurement activities in India | An undertaking to this effect, signed by authorized signatory | |
| 7. | Experience in North East States: The Bidder should have done at least one e-Governance project in North East states | Copy of Work Order / Client Certificate | |

## 15.3. Technical Bid

The Technical Bid document shall detail all possible information as required by MBDA for technical evaluation as prescribed in section on Technical Evaluation Criteria of this volume.  Hence it is mandatory that the bidders read this section in conjunction with **the technical evaluation section to provide information as necessary and adequate to evaluate the proposals**.

In addition, the bidders are expected to provide the following information:

(i)     Technical Bid covering Letter ( Section 24.2, Format 1)

(ii)    All the information furnished in Technical Evaluation Reference Sheet (Section 24.2 Format 3)

(iii)   All the necessary documents as described in technical bid formats ( Section 24.2.2 Format 2,3, 4, 5, 6, 6A, 6B, 6C, 7, 8 and 9)

(iv)    Power-of-attorney granting the person signing the bid, the right to bind the bidder as the 'Constituted attorney of the Directorate'.

## 15.4. Commercial Bid

(i)     The Commercial proposal should be submitted as per the formats (Format 1 to 5) provided in section 24.3.

(ii)     The bidder is expected to price all the items and services required for successful implementation of the project and subsequent operations & maintenance in line with SLA.

(iii)     The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the bidder on the technical proposal during the evaluation of the technical offer.

(iv)     Unless expressly indicated in this RFP, bidder shall not include any technical information in the commercial proposal.

(v)     A commercial bid with any assumptions or conditions will be disqualified.

(vi)     No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by MBDA. All corrections, if any, should be signed by the authorised person signing the proposal form before submission, failing which the figures for such items may not be considered

(vii)     Proposals will be checked by the committee for any arithmetic errors during the evaluation of the commercial Proposal. Errors will be corrected as follows:

a.   Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

b.   Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, or between sub totals and total price, the unit or sub total price shall prevail and the total price shall be corrected.

(viii)     The amount stated in the Commercial proposal will be adjusted in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.  If the Bidder does not accept the corrected amount of Commercial Proposal, its Proposal will be rejected (and Bid Security forfeited) and the Bidder will be liable for other appropriate action as decided by tender evaluation committee.

## 15.5.   Prices and Price Information

a.  The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of MBDA as listed in the RFP.  All the prices will be in Indian Rupees.

b. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract.

c. The price would be inclusive of all taxes, duties, charges and levies as applicable.

d. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract.

e. Bidder should provide all prices, quantities in the prescribed formats of commercial bid.

f. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields. If the rate for a line item is left blank it would be considered as zero and no payment would be made to the respective item.

g. It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material mentioned in the technical proposal and the commercial bid, the technical Bill of Material remains valid. In no circumstances shall the commercial bid be allowed to be changed / modified.

h. The bid amount shall be inclusive of packing, forwarding, transportation, comprehensive insurance, delivery charges and any other charges as applicable.

i. All costs incurred due to delay of any sort, shall be borne by the bidder.

j. MBDA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

## 15.6. Period of Validity of Bid

(i) The Bids shall remain valid for 60 days from the last date of submission of commercial bid prescribed by MBDA. A bid valid for a shorter period shall be rejected by MBDA as non-responsive.

(ii) In exceptional circumstances, MBDA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email / fax/ post). The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

## 15.7. Language of Proposals

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the MBDA and will not be returned.

## 17.    Bid Opening and Evaluation Process

## 16.1. Bid opening Sessions

(i)   The bids shall be opened by a MBDA authorized representative in the MBDA at the address stated in RFP Notification Table

(ii)  Total transparency will be observed while opening the proposals/bids.

(iii) MBDA reserves the rights at all times to postpone or cancel a scheduled bid opening.

(iv) The bids will be opened, in three sessions, one for prequalification, second for Technical proposals of all the bidders qualified in prequalification and the third for Commercial of those bidders who are found to be technically qualified.

(v)  MBDA may request the presence of bidders' representatives who may choose to attend the Bid opening sessions on the specified date, time and address. If present, MBDA may request the bidders' representatives to sign a register evidencing their attendance.  However if there is no representative of the bidder, MBDA shall go ahead and open the bid of the bidders.

(vi) In the event of the specified date of bid opening being declared a holiday for MBDA, the Bids shall be opened at the same time and location on the next working day.

(vii) During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

## 16.2. Overall Evaluation process

(i)   A tiered evaluation procedure will be adopted for evaluation of proposals;

    a.   Prequalification evaluation is completed first

    b.   Technical evaluation of all the bidders who are qualified in the prequalification evaluation.

c.   Evaluation of commercial proposals of the technically qualified bidders

d.   Final evaluation based on Quality and Cost based evaluation (QCBS).

(ii) MBDA will review the technical bids of the bidders (after prequalification stage) to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. MBDA may seek inputs from their professionals and/ or external experts in the technical and commercial evaluation process.

(iii) MBDA shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.

(iv) The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive as per the requirements specified in the RFP.

(v)  Final evaluation will be done based on QCBS giving weightage of 70:30 (Technical: Commercial).

## 18.    Prequalification Proposal

### 17.1.  Opening of Prequalification Proposal

The envelope containing the **Prequalification Proposal,** Bid security/ EMD will be opened, by a Committee of Officers (the "Committee") appointed by MBDA for bid evaluation, in the presence of  Bidders' representatives (only one) who choose to attend the session on the specified date, time and address.

***The bids not accompanied with the requisite Bid Security(EMD) or Bid Security(EMD) is not in order shall be rejected.***

The bids will be passed on to the Committee for evaluation. The Committee may comprise, or receive assistance from, several teams conducting parallel evaluations.

### 17.2.  Evaluation Process of Pre-Qualification Proposal

The Evaluation process shall involve the following activities

(i)   Bidders are required to submit this bid as per the formats specified furnishing all the required information and supporting documents.

(ii)     **Clarifications**: to facilitate evaluation of responses MBDA may at its sole discretion seek clarification from any bidder/(s) regarding its response. Such clarifications shall be provided within the time specified by MBDA for this purpose. Any request for clarification and all clarifications shall be in writing.

(iii)    If the respondent does not provide clarifications sought, within the prescribed time MBDA may proceed to evaluate the response by construing the particulars requiring clarifications to the best of its understanding and the respondent shall be barred from subsequently questioning such interpretation of MBDA.

(iv)    **Short listing and Notification**: After the evaluation of prequalification proposals MBDA would announce a list of shortlisted prequalified bidders who will be eligible for participation in the technical evaluation. At the same time MBDA would notify other bidders that they have not been shortlisted. MBDA will not entertain any query or clarification from bidders who fail to qualify.

## 19.    Technical Proposal Evaluation

### 18.1.  Evaluation Process of Technical Proposals

The evaluation of the Technical bids will be carried out in the following manner:

(i)    The bidders' technical proposal shall be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in **section on Technical Evaluation *Criteria*** of this RFP. Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.

(ii)    MBDA may seek additional information and clarifications from any or all of the bidders on the Technical Proposal. Any of the additional information or clarifications submitted by the bidder on the technical proposal should not have any commercial implications.

(iii)    The Technical Bids of only the Pre –Qualified bidders will be evaluated.

    *Following will be the technical evaluation methodology:*

(iv)    Only the bidders, who score above the minimum cut-off score in each of the sections AND score a total Technical score of 70 (seventy) or more, will qualify for the evaluation of their commercial bids.

(v)    Each Technical Bid will be assigned a technical score out of a maximum of 100 points.

(vi)   The bid with the highest Technical score (T1) will be assigned 100%.

(vii)  Technical Scores for other bids will be normalized using the following formula: Normalized Technical Score of a Bid(Tn) = {( Technical Score of the Bid/ Highest Technical Score  (T1)) X 100} %(adjusted to 2 decimals)

(viii) The committee shall inform to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.

## 18.1.1. Technical Evaluation Criteria

| S No | Technical Evaluation Criteria | Marks | Supporting Documents | Compliance Yes / No Reference Page Number |
|------|-------------------------------|-------|----------------------|-------------------------------------------|
| 1 | Number of e-Governance Projects | Max Marks = 10 | | |
| | Number of Project = 1 | 5 | Client Certificate or WO /PO | |
| | Number of Project = 2 | 7 | | |
| | Number of Project = 3 | 10 | | |
| | | | | |
| 2 | Number of e-Governance Projects in North East States | Max Marks = 10 | | |
| | Number of Project = 1 | 5 | Client Certificate or WO /PO | |
| | Number of Project = 2 | 10 | | |
| | | | | |
| 3 | Experience in Projects with Open Source Stack | Max Marks = 5 | Client Certificate and Project Citation | |
| | | | | |
| 4 | Experience in Projects with Responsive Dynamic Web App | Max Marks = 5 | Client Certificate and Project Citation | |
| | | | | |
| 5 | Projects with Third Party Integration | Max Marks = 10 | Client Certificate and Project Citation | |
| | SMS and Email | 5 | | |
| | Payment Gateway | 5 | | |
| | | | | |
| 6 | Architecture | | | |

| S No | Technical Evaluation Criteria | Marks | Supporting Documents | Compliance Yes / No Reference Page Number |
|------|-------------------------------|-------|----------------------|-------------------------------------------|
|      | Headless Architecture/ N Tier Architecture for Website, SOA for backend, XML and Micro Services | Max Marks = 20 | Proposal Solution Format 6 | |
|      |                               |       |                      |                                           |
| 7    | Proposed Analytics            | Max Marks = 10 | Proposal Solution Format 6 | |
|      |                               |       |                      |                                           |
| 8    | Security                      |       |                      |                                           |
|      | Data Security on Rest and Wire | Max Marks = 10 | Proposal Solution Format 6 | |
|      |                               |       |                      |                                           |
| 9    | Quality Plan                  | Max Marks = 5 | Technical Proposal Format 6 A | |
|      |                               |       |                      |                                           |
| 10   | Software Bill of Material - Compliance to Open Source | Max Marks = 10 | Technical Proposal Format 6 B | |
|      |                               |       |                      |                                           |
| 11   | Exit Management Plan          | Max Marks = 5 | Technical Proposal Format 6 C | |

## 20. Commercial Bid Evaluation

The Commercial Bids of only the technically qualified bidders will be opened for evaluation.

(i)     The bid with the lowest bid price (L1) will be assigned 100%.

(ii)    Commercial Scores for other bids will be normalized using the following formula:

Normalized Commercial Score of a Bid (Fn)= {(Commercial Bid price of L1/Commercial bid price of the Bid) X 100} %(adjusted to 2 decimals)

## 21. Final Evaluation

In determination of the Best Value Bid, weightages of 70 and 30 shall be applied respectively to the normalized technical and commercial scores of each bid that was included in the commercial evaluation process.

A composite score shall be calculated for technically qualified bids only.

The weightage for the composite evaluation is as described below:

(i) Technical – 70%

(ii) Commercial – 30%

In other words, the bid would awarded in favour of most competitive bidder by adopting the 70:30 weightages to technical and commercial scores respectively after duly normalizing the technical & commercial scores. The overall Composite score will be calculated as follows:-

$$Bn = 0.70 * Tn + 0.30 * Fn$$

Where

Bn = overall Composite score of the bidder

Tn  = Normalized Technical score for the bidder

Fn = Normalized financial score of the bidder

The Bidder with the highest final composite score will be called as the Best Value Proposal and will be called for the contract. In case of a tie in the final composite score the bidder with higher Technical Score will be first invited for negotiations.

## 22.   Award of Contract

### 22.1.   Award Criteria

MBDA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

### 22.2. MBDA's right to accept/ reject any or all Proposals

MBDA reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MBDA's action.

### 22.3. Notification of Award

Prior to the expiration of the validity period, MBDA will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will

constitute the formation of the contract. Upon the successful bidder's furnishing of performance bank guarantee, MBDA will notify each unsuccessful bidder and return their Bid Security.

## 22.4. Contract Finalization and Award

MBDA shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. If it is unable to finalize the contract with the bidder ranked first due to any reason, MBDA may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded. MBDA reserves the right to present a contract to the bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of the MBDA, the most advantageous and represents the best value to the proposed project, price and other factors considered. Evaluations will be based on the proposals, and any additional information requested by MBDA. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after "Go-live".

## 22.5. Signing of Contract

At the same time as MBDA notifies the successful bidder that its proposal has been accepted, MBDA shall enter into a separate contract, incorporating all agreements between MBDA and the successful bidder. The Model agreement (Draft MSA) is provided in RFP Volume III.

The successful bidder will also sign a Service Level Agreement (SLA) with MBDA covering all the required services.

MBDA shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful bidder.

## 22.6. Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MBDA may award the contract to the next best value bidder or call for new proposals or invoke the PBG.

## 22.7. Performance Bank Guarantee

The successful bidder shall at his own expense deposit with MBDA, within fifteen (15) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank

Guarantee from a nationalized bank acceptable to, payable on demand, for the due performance and fulfillment of the contract by the bidder.

(i) Performance Bank Guarantee will be 10% of Total Commercial Quote (Total Order Value) of the successful Bidder.

(ii) If the bidder delays Contract Performance Guarantee Bond beyond 15 working days, MBDA will penalize the bidder by charging 1% of the quoted value per week of delay.

(iii) All charges and expenses whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

(iv) Performance Bank Guarantee shall be valid for 6 months beyond the contract period.

(v) Performance Bank Guarantee may be discharged/ returned by MBDA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

(vi) In the event of the bidder being unable to service the contract for whatever reason, MBDA would evoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of MBDA under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to MBDA as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract.

(vii) MBDA shall notify the bidder in writing of the exercise of its right to receive such compensation within a reasonable time. MBDA shall also be entitled to make recoveries from the bidder's bills, performance security deposit, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

## 22.8. Contract Period

The period of agreement shall start with the date of signing of contract and ends with the date of completion of Three (3) years of operations & maintenance. However the period of operations & maintenance shall start from the date of System - Go-Live.

## 23.   Payment Terms & Conditions

The Selected Bidder will be paid as follows:

I.    Full amount quoted for each service on successful UAT and Go-lIve of that service

II.   Cloud Charges would be paid on actual usage for at the end of each quarter.

III.  The Operations and maintenance cost would be paid in 12 equated quarterly payments at the end of each quarter

## 24.   Bid Formats

### 24.1.  Prequalification Bid Formats

**FORMAT 1- FORMAT FOR COVERING LETTER FOR PREQUALIFICATION BID**

(To be submitted on the Letterhead of the responding firm)

{Date}

To

XXXX

With Address

To,

**Subject: Submission of Pre- Qualification Bid**

**Reference: RFP No…………………………………….**

Sir/ Madam,

In response to the advertisement, dated _____ issued _____, on behalf of the Department, we offer our Pre- Qualification bid to participate in the bidding process for selection of the 'DESIGN, DEVELOPMENT & MAINTENANCE OF GHADC' for the Project.

Having examined the RFP Documents, Service Level Agreement, etc. including addendum/ Amendments to the above, for the execution of the above Contract, we the undersigned offer to design, develop, implement and operate and maintain the whole of the said Works for the Term of the Services Agreement in accordance with the Services Level Agreement and in conformity with the documents, Service Level Agreement, etc. comprising the RFP.

In the capacity of the Applicant for the Project, we declare that we have requisite technical competence and operational & maintenance experience in managing large e-Governance projects and are interested in the Project, should the Department select us for this purpose.

If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience taken together as specified in the Request for Proposal document. We understand that the basis for our qualification will be our Prequalification Bid, and that any circumstance affecting our continued eligibility under the RFP, or any circumstance which would lead or have led to our disqualification under the RFP, shall result in our disqualification under this process.

We agree to abide by this bid for 60 days form the last day of submission of bid and the same shall remain binding upon us and may be accepted at any time before the expiration of that period. If requested to extend the period of validity for a specified additional period, we understand that no change in the bid will be allowed for such extension and in case, we extend the validity of our bid, we will extend validity of Bid Security also.

We declare that we have disclosed all material information, facts and circumstances to the Department, which would be relevant to and have a bearing on the evaluation of our Prequalification Bid and selection.

We acknowledge and understand that in the event that the Department discover anything contrary to our above declarations; it is empowered to forthwith disqualify us and our Pre- Qualification Bid from further participation in the process.

Yours faithfully,

**Authorized Signatory**

Name & Title of Signatory[3]

_____

[2] Strike out as applicable

[3] Power of attorney to be enclosed.

**FORMAT 2- COMPLETION OF PROJECTS OF PRESCRIBED NATURE AND SIZE**

**(Please fill one separate form for each project according to pre-qualification criteria.)**

| Project Name | | |
|---|---|---|
| 1 | Implementation Agency | |
| 2 | Customer's Name and Address | |
| 3 | Scope of the Project | Provide scope of the project, highlight Key Result Areas expected and achieved |
| 4 | Value of Project | |
| 5 | Did the project involve software development, maintenance and operations | Yes/No |
| 6 | Completion certificate | Yes/No |
| 7 | Satisfactory Work In Progress (WIP) certificate in case the project is not complete | Yes/No |
| 8 | Customer Contact Person's detail | |
| A | Name | |
| B | Designation | |
| C | Email | |
| D | Phone | |
| E | Fax | |
| F | Mailing address | |

**FORMAT-3 BIDDER PROFILE**

| Bidder Profile | | |
|---|---|---|
| 1. | Name & Address Of The Bidder | |
| 2. | Location of Corporate Head Quarters | |
| 3. | Details of Contact person<br><br>(Name, designation, address etc.)<br><br>Telephone Number<br><br>Fax Number<br><br>e-mail | |
| 4. | Is the firm a registered company or LLP? If yes, submit documentary proof.<br><br>Year and Place of the establishment of the Company | |
| 5. | Number of Years of operation as system integrator and software developer. Please provide the date of first completed assignment along with necessary proof. | |
| 6. | Is the firm registered with GST? If Yes, submit valid GST registration certificate. | |
| 7. | List of Major Clients | |

### FORMAT-4 FINANCIAL DETAILS OF THE ORGANIZATION

| Financial Information | | | |
|---|---|---|---|
| | | FY 2019-20 | FY 2020-21 |
| Revenue (in INR Lakhs) | | | |
| Profit Before Tax (in INR Lakhs) | | | |
| Revenue from IT services and system integration services (in INR Lakhs) | | | |
| Other Relevant Information | | | |
| Mandatory Supporting Documents:<br><br>a.  Auditor Certified financial statements for the last three financial years;2019-20 and 2020-21.<br><br>b.  Certification by the company auditors supporting the above information | | | |

### FORMAT 5- Bid Security Declaration Form

Date:_____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

## 24.2. Technical Bid Formats

| Checklist for Technical Proposal | | | |
|---|---|---|---|
| S No | Format Number | Form Narration | Compliance ( Yes / No) |
| 1. | Format 1 | Undertaking on Total Responsibility | |
| 2. | Format 2 | Particulars of the Bidder | |
| 3. | Format 3 | Compliance Sheet for Technical Evaluation Matrix | |
| 4. | Format 4 | Letter of Proposal | |
| 5. | Format 5 | Project Citation Format | |
| 6. | Format 6 | Proposed Solution | |
| 7. | Format 6A | Quality Plan | |
| 8. | Format 6B | Software Bill of Materials ( Open Source) | |

| Checklist for Technical Proposal | | | |
|---|---|---|---|
| S No | Format Number | Form Narration | Compliance ( Yes / No) |
| 9. | Format 6C | Exit Management Plan | |
| 10. | Format 7 | Undertaking on Patent Rights | |
| 11. | Format 8 | Undertaking on Support to Third Party Solution acceptance and certification | |
| 12. | Format 9 | Undertaking on Exit Management and Transition | |

## 24.1.1. Format 1: Undertaking of Total Responsibility

No.                                                     Date:

To:

Dear Sir / Madam

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution, as per the requirements and terms and condition of the RFP for Implementation of GHADC Project

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name            :

Designation     :

Date            :

Time            :

Seal            :

Business Address:

## 24.1.2. Format 2: Particulars of Bidder

| S No | Information Solicited | Details |
|---|---|---|
| A. | Name and address of the bidding Company | |
| B. | Incorporation status of the firm (public limited / private limited/LLP, etc.) | |
| C. | Year of Establishment | |
| D. | Date of registration | |
| E. | ROC Reference No./ Registration | |
| F. | Details of company registration | |
| G. | Details of registration with appropriate authorities for PAN, GST, | |
| H. | Name, Address, email, Phone nos. and Mobile Number of Contact Person | |

## 24.1.3. Format 3: Compliance Sheet for Technical Evaluation Criteria

| S No | Technical Evaluation Criteria | Supporting Documents | Compliance Yes / No / Partial Reference Page Number |
|---|---|---|---|
| 1 | Number of e-Governance Projects | | |
| | Number of Project = 1 | Client Certificate or WO /PO | |
| | Number of Project = 2 | | |
| | Number of Project = 3 | | |
| 2 | Number of e-Governance Projects in North East States | | |
| | Number of Project = 1 | Client Certificate or WO /PO | |
| | Number of Project = 2 | | |
| 3 | Experience in Projects with Open Source Stack | Client Certificate and Project Citation | |

| S No | Technical Evaluation Criteria | Supporting Documents | Compliance Yes / No / Partial Reference Page Number |
|---|---|---|---|
| 4 | Experience in Projects with Responsive Dynamic Web App | Client Certificate and Project Citation | |
| 5 | Projects with Third Party Integration | Client Certificate and Project Citation | |
| | SMS and Email | | |
| | Payment Gateway | | |
| 6 | Architecture | | |
| | Headless Architecture/ N Tier Architecture for Website, SOA for backend, XML and Micro Services | Proposal Solution Format 6 | |
| 7 | Proposed Analytics | Proposal Solution Format 6 | |
| 8 | Security | | |
| | Data Security on Rest and Wire | Proposal Solution Format 6 | |
| 9 | Quality Plan | Technical Proposal Format 6 A | |
| 10 | Software Bill of Material  - Compliance to Open Source | Technical Proposal Format 6 B | |
| 11 | Exit Management Plan | Technical Proposal Format 6 C | |

## 24.1.4. Format 4: Letter of Proposal

To:                                                              <Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the MBDA/GHADC on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal.  We are hereby submitting our Proposal, which includes this Technical bid and the Commercial 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 Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Data 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 hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

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


Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____

Date: _____


## 24.1.5. Format 5: Project Citation Format

| Relevant IT project experience (provide no more than 5 projects in the last 5 years) | |
|---|---|
| **General Information** | |
| Name of the project | |
| Client for which the project was executed | |
| Name and contact details of the client (email, Phone no.) | |
| **Project Details** | |
| Description of the project | |
| Location & Scope of services | |
| Service levels being offered/ Quality of service (QOS) | |
| Technologies used | |
| Outcomes of the project | |
| **Other Details** | |
| Total cost of the services provided by the respondent | |
| 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 or Purchase Order (PO) or Letter of Intent (LoI) | |

## 24.1.6. Format  6: Proposed Solution

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

a) Solution Proposed

b) Understanding of the project (how the solution proposed is relevant to the understanding)

c) Technical Approach and Methodology

d) Data Security

e) Architecture

f) Analytics

g) Cloud Resources Requirements

h) Any other section that the bidder would like to emphasize on

## 24.1.7. Format  6A: Quality Plan

Free flow narration on bidders  quality plan

## 24.1.8. Format  6B: Software Bill of Material   ( Free Open Source only)

| S No | Software Name | Product Name |
|------|---------------|--------------|
| 1 | Portal | |
| 2 | Database | |
| 3 | Middleware | |
| 4 | Analytics | |
| | | |
| | | |
| n | Any other Software | |

## 24.1.9. Format  6C: Exit Management Plan

Free flow narration on providing seamless exit and transition to MBDA/GHADC or its nominated agency

## 24.1.10.          Format 7: Undertaking on Patent Rights

No.                                                                                          Date:

To:

Dear Sir / Madam

**Sub:  Undertaking on Patent Rights**

1.  I/We as System Integrator (Selected Bidder) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

2.  I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the ICT components, systems or any part thereof to be supplied by us. We shall indemnify MBDA/GHADC against all cost/claims/legal claims/liabilities arising from third party claim in this regard at anytime on account of the infringement or unauthorized use of patent or intellectual  and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to theft or said indemnity, the Selected Bidder shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to GHADC and persons authorized by GHADC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

3.  If it is found that it does infringe on patent rights, I/We absolve MBDA/ GHADC of any legal action.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name              :

Designation     :

Date                :

Time            :

Seal            :

Business Address:

## 24.1.11. Format 8: Undertaking on Support to Third Party Solution Acceptance and Certification

No. Date:

To:

Dear Sir,

Sub: Undertaking on Support to Third Party Solution Acceptance and Certification

I/We understand that the System (including the application and the associated IT systems) may be assessed and certified by a 3rd party agency (to be identified byMBDA/ GHADC) before the system is commissioned.

I/We understand that while the certification expenses will be borne by MBDA/GHADC, the responsibility to ensure successful acceptance and certification lies with the System Integrator.

I/We hereby undertake that we shall do all that is required of the System Integrator to ensure that system will meet all the conditions required for successful acceptance and certification.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address

| 24.1.12. | Format 9: Undertaking on Exit Management and Transition |
|---|---|

No.                                                                                      Date:

To:


Dear Sir/ Madam

Sub:  Undertaking on Exit Management and Transition

1.        I/We hereby undertake that at the time of completion of our engagement with the MBDA/GHADC, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the MBDA or to an agency identified by MBDA to the satisfaction of the GHADC. I/We further undertake to complete the following as part of the Exit management and transition:

   a.  We undertake to complete the updation of all Project documents and other artifacts and handover the same to Labour & ESIC Department before transition.

   b.  We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train GHADC personnel on the same.

   c.  If MBDA/GHADC decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.

2.        I/We also understand that the Exit management and transition will be considered complete on the basis of approval from MBDA/GHADC.


Yours faithfully,


(Signature of the Authorized signatory of the Bidding Organisation)

Name               :

Designation        :

Date               :

Time               :

Seal               :

Business Address

## 24.3. Commercial Bid Formats

### 24.2.1. Format 1: Covering Letter

To:                                        <Location, Date>

**Designation**

**Address**

**Tel**

**email**

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

Dear Sir/Madam,

     I/We, the undersigned, offer to provide the Implementation services for <Title of Implementation Services> in accordance with your Request for Proposal dated <Date> and our Proposal (Technical and Commercial Proposals).  This amount is inclusive of the all applicable 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 60 calendar days from the date of submission.

2.      We hereby confirm that our prices include all applicable taxes. However, all the taxes are quoted separately under relevant sections.

3.      We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

4.      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.

5.      DEVIATIONS

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

I/ We also understand that MBDA reserves the right to accept / reject all or some deviations

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

6.      TENDER PRICING

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

7.      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.

8.      BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in this RFP and any subsequent corrigendum (if any). These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

9.      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 22.7 of this RFP document.

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

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

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

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

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## 24.2.2. Format 2: Commercial Proposal

| S. No | Particulars | Basic price [A] | GST (%) | GST [B] | Total  (A+B) |
|---|---|---|---|---|---|
| 1 | Development and Implementation Cost (Format 3) | | | | |
| 2 | Operations and Maintenance Cost (Format 4) | | | | |
| 3 | Cloud Charges (Format 5) | | | | |
| | | | | | |
| **Total  Cost( In Figure)** | | | | | |
| **Total Cost ( Words)** | | | | | |

## 24.2.3. Format 3: Development and Implementation Cost

## Format 3: Development and Implementation Cost

| | Taxation Department | Development & Implementation Cost | | |
|---|---|---|---|---|
| S No | Name of the Service | Price excluding GST | GST @ 18% | Total Price |
| | | A | B= 0.18 X A | C = A + B |
| 1. | Payment of Professional Taxes – Private Sector Employees | | | |
| 2. | Payment of Professional Taxes – Gazetted Employee | | | |
| 3. | Payment of Professional Taxes – Non-Gazetted Employee (if filled individually) | | | |
| 4. | Payment of Professional Taxes – Non-Gazetted Employee (if filled in group) | | | |
| 5. | Payment of Professional Taxes – Contracts & Business | | | |
| 6. | Trading License by Non-Tribal (TnT) | | | |
| 7. | Renewal of Trading License for Non-Tribal | | | |
| | Aggregate Price (1+2+3+4+5+6+7+8) In figure | | | |
| | Aggregate Price (1+2+3+4+5+6+7+8) In word | | | |

## 24.2.4. Format 4: Operations and Maintenance Cost

## Format 4: Operations and Maintenance Cost

| S No | Name of the Service | GST @ % | Yr1 (including GST) | Yr 2 (including GST) | Yr 3 (including GST) |
|---|---|---|---|---|---|
| | Taxation Department | | | O&M Cost | |
| | | | | | |
| 1. | Payment of Professional Taxes – Private Sector Employees | | | | |
| 2. | Payment of Professional Taxes – Gazetted Employee | | | | |
| 3. | Payment of Professional Taxes – Non-Gazetted Employee (if filled individually) | | | | |
| 4. | Payment of Professional Taxes – Non-Gazetted Employee (if filled in group) | | | | |
| 5. | Payment of Professional Taxes – Contracts & Business | | | | |
| 6. | Trading License by Non-Tribal (TnT) | | | | |
| 7. | Renewal of Trading License for Non-Tribal | | | | |
| 8. | NOC for Tribal for trading | | | | |
| | Aggregate Price (1+2+3+4+5+6+7+8) In figure | | | | |
| | Aggregate Price (1+2+3+4+5+6+7+8) In word | | | | |

## 24.2.5. Format 5: Cloud Resources Cost

## Format 5: Cloud Resources Cost

| S No | Name of the Service | | | O&M Charges | |
|---|---|---|---|---|---|
| | Cloud Charges | | | | |

| | | GST @ % | Yr1 (including GST) | Yr 2 (including GST) | Yr 3 (including GST) |
|---|---|---|---|---|---|
| | | | | | |
| 1. | Compute Charges | | | | |
| 2. | Storage | | | | |
| 3. | Back Up Services | | | | |
| | Aggregate Price ( 1+2+3) in figure | | | | |
| | Aggregate Price in word | | | | |