

Request For Proposal (RFP)

For

Developing a Web Portal

For

CAL-C Online Services

Version 5

**PUNJAB
INFOTECH**

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1. Data Control Sheet

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Details
1.	Document Reference Number	PICTC/CAL-C/2017/001
2.	Start date for issue of Tender Document	25.04.2017 (9 AM onwards)
3.	Last Date for Purchase of Tender Document	16.05.2017 (till 1 PM)
4.	Last date for submission of Queries online through the portal only	03.05. 2017 (till 3 PM)
5.	Last date of reply of queries	09.05.2017 onwards
6.	Last date for submission of bids	16.05. 2017 (Up to 8 PM)
7.	7 (a) Technical Date and time of opening of bids	18.05. 2017 (11 AM onwards)
	7 (b) Financial Date and time of opening of bids	26.05.2017 (11 AM onwards)
8.	Office address	Punjab Information & Communications Technology Corporation Ltd. (Punjab Infotech), 5 th & 6 th Floor , Udyog Bhawan, 18 Himalaya Marg, Sector-17, Chandigarh – 160017
9.	Cost of Tender Document	Rs 2000/- (Rupees Two Thousand Only)
10.	Earnest Money Deposit	Rs 50,000/- (Rupees Fifty thousand Only)
11.	Processing Fee	Rs 2000/- + Service Tax (Rupees Two Thousand Only + Service Tax)
12.	e- Tender Website/ Help desk	Website: http://etender.punjabgovt.in Email: etender.helpdesk@punjabinfotech.in etenderhelpdesk.pictc@gmail.com Contact No: 0172-3934667, 9257209340, 8054628821
13.	Punjab Infotech Contact Details	Email: salil.kaplash@punjabinfotech.in Phone: 0172-5256488, 9876121633
14.	e-tender Website	http://etender.punjabgovt.gov.in
15.	Method of Selection	Least cost basis

In case a Central/ State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.

Table of Contents

DEFINITIONS	5
Important Notices.....	6
<u>Section 1: Invitation for Bids</u>	7
1.1. Background	7
1.2 About CAL-C.....	7
1.3 Invitation.....	8
<u>Section 2: Instructions to Bidders</u>	10
2.1 General Instructions:	10
2.2 Information & Instructions for e-Tendering.....	11
2.3 Conflict of Interest	12
2.4 Validity of Bids.....	12
2.5 Right to Accept or Reject Bid(s).....	12
2.6 Fraud and Corruption	13
2.7 Clarifications and Amendments of Tender	13
2.8 E-payment Instructions.....	14
2.9 Earnest Money Deposit (EMD).....	14
<u>Section 3: Selection Process</u>	16
3.1 Process for Selection of Lowest Bidder.....	16
3.2 Eligibility Criteria (EC)	16
3.3 Disqualifications	17
3.4 Online Query Resolution System/ Pre-Bid Query.....	17
3.5 Preparation of Bids	19
3.6 Submission of Bids.....	20
3.7 Evaluation of Bids	20
3.8 Award of Contract	21
3.9 Confidentiality	22
<u>Section 4: General Contract Conditions (GCC)</u>	23
4.1 Application	23
4.2 Relationship between the Parties	23
4.3 Standards of Performance	23
4.4 Applicable Law.....	23
4.5 Governing Language	24

4.6	Performance Bank Guarantee (PBG)	24
4.7	Time Lines	25
4.8	Payment Schedule	25
4.9	Penalties.....	26
4.10	Indemnity	26
4.11	Ownership and Intellectual Property Rights	27
4.12	Termination of Contract	28
4.13	Termination for Insolvency, Dissolution etc	29
4.14	Termination for Convenience.....	29
4.15	Consequences of Termination	29
4.16	Force Majeure	30
4.17	Taxes and Duties.....	30
4.18	Resolution of Disputes.....	30
4.19	Notices	31
4.20	Contract Amendment	32
<u>Section 5: Scope of Work</u>		33
5.1	Introduction	33
5.2	Scope of Work.....	33
<u>Section 6: Bid Performas</u>		37
Prior Experience Form		41
Appendix A: Instructions to bidders for e-Tendering.....		48
Appendix B: CONTRACT AGREEMENT.....		53
Appendix C: Penalties		55

DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this tender have the following meanings:

- a) “**Bidder**” means vendor who submits Bid in response to this tender document.
- b) “**Bids**” means Online Bid submitted by bidders in response to the tender issued by the Corporation.
- c) “**CAL-C HO**” CAL-C Head office ie Punjab Information & Communication Technology Corporation Ltd (PICTCL) also known as Punjab Infotech.
- d) “**Committee**” means tender committee constituted for evaluation of Bids.
- e) “**Contract**” means the Contract entered into by the parties for providing services defined in the tender along with the entire documentation specified in the tender.
- f) “**Corporation**” means Punjab Information & Communication Technology Corporation Ltd (PICTCL) also known as Punjab Infotech.
- g) “**EMD**” means Earnest Money Deposit.
- h) “**Last Three Financial Years**” means FY 2013-14, 2014-15 and 2015-2016.
- i) “**OQRS**” means the Online Query Resolution System of the portal.
- j) “**Parties**” means Punjab Infotech and the Selected Vendor.
- k) “**Personnel**” means professional and support staff provided by the bidders to provide training or perform services to execute an assignment and any part thereof.
- l) “**Portal**” will mean e-tender website <http://etender.punjabgovt.gov.in>
- m) “**PBG**” means Performance Bank Guarantee
- n) “**Services**” means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Corporation.
- o) “**SOW**” means Scope of Work for the selected bidder, specified in Section 5 of this document.
- p) “**Tender No. or Document Reference No**” means the document or tender No. mentioned in the Document Control Sheet irrespective of whatever may be mentioned in the text of this document.
- q) “**The Term**” means 52 weeks for Design, development and deployment of portal, followed by 3 years of Operation & Management phase.
- r) “**Vendor**” means bidder to whom the contract is awarded.

Important Notices

1. This tender document is not transferable.
2. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
3. Bidders are advised to study the document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
4. The bidder should upload all required documents / information with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, Punjab Infotech reserves its right in seeking clarification from bidder and may disqualify bidder if bidder is not able to provide clarification / desired information.
5. The bidder shall bear all costs associated with the preparation and submission of the response, including clarification of the bid, if so desired by PICTC Ltd. PICTC Ltd will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process.
6. Further clarifications, corrigendum and any other information related to this tender will be available at the e-tendering website <http://etender.punjabgovt.gov.in> only.
7. Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to project.
8. PICTCL reserves the right to accept or reject any or all responses without assigning any reason.
9. All payments towards Cost of Tender Document, Earnest Money Deposit and processing fee shall be deposited online through e-payment gateway of the portal. Bids will be rejected if any of the payments are not reflected on the portal.

Section 1: Invitation for Bids

1.1. Background

Punjab Information & Communication Technology Corporation Limited (Punjab Infotech) earlier known as Punjab State Electronics Development and Production Corporation Limited was incorporated in 1976, as a State undertaking of Punjab, for the promotion and growth of Electronics Industry in the State of Punjab. PICTCL commits itself for creating an enabling ecosystem for transformation of the State from resource based economy to knowledge based economy. The Corporation is promoting hi tech industry in the state. Punjab Infotech has also been actively participating as nodal agency for the investment promotion Campaign. With the increasing need for a Government agency to execute IT and e-Governance projects on behalf of the Government, Punjab Infotech has developed capacity for delivering the IT and e-Governance services to a large number of Departments in the State. In order to carry out the role assigned to Punjab Infotech by its Board and the Government of Punjab, the in-house capabilities have been built to provide consultancy/undertake IT/ITES/e-Governance projects for various Government Departments / Boards / Corporations/Agencies. Punjab Infotech has also played a vital role in developing Industrial area phase VIII Mohali and Phase IX, Mohali as major IT and electronic Hub of the state.

1.2 About CAL-C

CAL-C, with its hands on the global pulse, identifies the needs of the IT/Knowledge Industry. IT industry includes IT software, IT services and IT Enabled Services. Knowledge Industries include IT/Knowledge Industry, Nanotechnology, Consulting, Biotechnology, Electronics, and Telecommunications. CAL-C provides focused software, hardware, networking and ITES courses with technical inputs from industry leaders. CAL-C has an extensive network of 100+ training centres in Punjab & Himachal Pradesh to provide quality computer training vis-a-vis industry requirement.

CAL-C is actively working on :

- a) Opening up of new Centres: Includes activities like inviting of application forms from prospective franchisees, inspection of proposed location, payment of inspection fee, submission of documents etc.
- b) Admission process in various courses: Includes receiving of application forms, royalty fee deposit, checking of educational & other required proofs/documents.
- c) Examination & Certification process: Includes preparation of date sheets sending date sheets Receipt of exam forms , printing of answer sheets, conducting examinations & declaration of result ,printing & distribution of certificates.
- d) Accounting work: Includes submission of application / Inspection fee for opening up of new centre, franchisee/ Licence fee for three years, royalty on course fee, Licence fee in installments for renewal of agreement for another three years , Books/study material payments from centres etc.
- e) Miscellaneous activities : Includes issue of study material to the centres, Maintaing stock of study material work like maintenance & updation of various type of record, regular correspondence with Centres regarding providing information, formats, reminders, collecting information etc.
- f) CAL-C is also conducting Govt. sponsored trainings programs, IT Training for Govt. Employees. These sponsored schemes/programs involves scrutiny of thousands of application forms, checking of various documents/proofs, , finalization of beneficiaries list, checking of attendance record, conducting faculty training programs, etc.

1.3 Invitation

- a) Through this RFP, Punjab Infotech invites responses from eligible and reputed bidders for design, development and deployment of Web Portal for CAL-C online services for Punjab Infotech, as described in Section 5 (Scope of Work) of this RFP Document.
- b) This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in Section 3.2 of this RFP Document.

- c) Any contract that may result from this RFP will be issued for “**The Term**”.
- d) Punjab Infotech reserves the right to extend “**The Term**” for a period or periods to be mutually decided by the parties, such extension or extensions will be on the same terms and conditions as the RFP.
- e) Proposals must be received not later than time and date mentioned in the **Document Control Sheet** (2nd page of RFP). Proposals will not be accepted by the system after due date/ time.
- f) The tender document is available on the Portal from start date till last date for issue of the tender document as prescribed in **Document control sheet**. Bidders may please note that bid document cost is to be paid online before submission of queries. Subsequently, bidders will be required to pay the processing fee and EMD before submitting their proposal online through the portal.
- g) The Corporation may, at its discretion, extend the date for submission of Bids. In such a case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on e-tendering portal.
- h) Bidders desirous of using NEFT or OTC mode for making payments must download challan form from the portal and not use any other challan form.

Section 2: Instructions to Bidders

2.1 General Instructions:

- a) This tender document is not transferable.
- b) The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
- c) Completeness of Response
 - i. Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
 - ii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal & forfeiture of EMD.
- d) Further clarifications, corrigendum and any other information related to this tender will be available at the e-tendering **portal**.
- e) Punjab Infotech reserves the right to accept or reject any or all responses without assigning any reason.
- f) RFP Proposal Preparation Costs & related issues
 - i. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings /discussions /presentations /demo, preparation of proposal, in providing any additional information required by Punjab Infotech to facilitate the evaluation process.
 - ii. Punjab Infotech will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- iii. This RFP does not commit Punjab Infotech to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
- g) All information / materials submitted by the bidder will become the property of Punjab Infotech and may be returned completely at its sole discretion. The information / material shared by Punjab Infotech with the bidders under no circumstances should be disclosed to other party / individual / organization / department.
- h) Right to Terminate the Process
 - I. Punjab Infotech may terminate the RFP process at any time and without assigning any reason. Punjab Infotech makes no commitments, express or implied, that this process will result in a business transaction with anyone.
 - II. This RFP does not constitute an offer by Punjab Infotech. The bidder's participation in this process may result in selection of the bidder.
- i) Bid Submission Format
 - I. The entire proposal shall be strictly as per the format specified in this RFP.
 - II. RFP document submitted by the bidder should be concise and contain only relevant information as required.
- j) Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of its Proposal & forfeiture of EMD.

2.2 Information & Instructions for e-Tendering

- a) For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal. The intending bidder will require valid Class-III digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website).

- b) Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- c) Documents must be scanned and uploaded to the e-tendering website within the period of tender submission. Bidders shall be solely responsible to ensure that the bids, complete in all respects are uploaded on the e-tendering website within the bid submission date and time as specified in the control sheet.
- d) Tender documents shall be opened only for those bidders, whose Earnest Money Deposit, Cost of Tender Document and Tender Processing Fee are found in order.

2.3 Conflict of Interest

The selected bidders should provide professional, objective, and impartial services and at all times hold the Corporation's interests paramount, strictly avoid conflicts with other assignments/ jobs or their own corporate interests and act without any consideration for future work.

2.4 Validity of Bids

- a) Bids shall remain valid for a period of 180 days from the date of opening of Bids. The Corporation reserves the right to reject a Bid valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the Corporation may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder accepting the request will not be permitted to modify its Bid.

2.5 Right to Accept or Reject Bid(s)

The Corporation reserves the right to annul the tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

If a Bid is selected, it will be the most advantageous in terms of Bidder's qualifications and capabilities to provide the specified services, and other factors which Punjab Infotech may consider.

2.6 Fraud and Corruption

It is required that the bidders submitting bid and the successful bidder selected through this tender must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

a) For this purpose, definition of the terms are set forth as follows:

- i) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Corporation or its personnel in contract executions.
- ii) **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Corporation of the benefits of free and open competition;
- iii) **"Unfair trade practice"** change in the Scope of Work given in Section 5.
- iv) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

b) The Corporation will declare a bidder ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the selected bidder has engaged in corrupt, fraudulent, unfair trade or coercive practice in competing for, or in executing, the contract.

2.7 Clarifications and Amendments of Tender

a) During the process of evaluation of the Bids, the Corporation may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed time frame.

- b) The Corporation may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out through corrigendum and the bidders may be asked to amend their Bid due to such amendments. Bidders are advised to check e-Tendering portal regularly for amendments to the tender.
- c) In order to allow bidders reasonable time in which to take amendment into account in preparing their bids, Punjab Infotech may at its discretion extend the deadline for submission of bids.

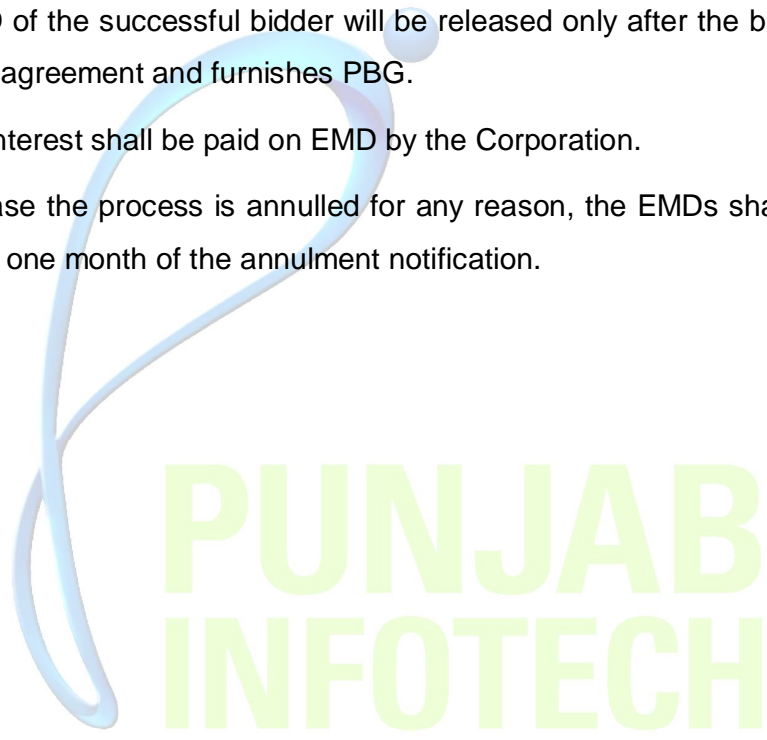
2.8 E-payment Instructions

All payments (document fee, processing fee and EMD) are to be made online through the e-payment gateway prior to submission of bids as per details given in the **Data control sheet** (2nd Page of RFP). For detailed information regarding modes of payment etc., please refer to instructions to bidders for e-tendering (**Appendix A**).

2.9 Earnest Money Deposit (EMD)

- a) Earnest Money Deposit shall be deposited online through e-payment gateway of the portal.
- b) The bidder shall furnish EMD amounting to Rs. 50,000/- (Rupees Fifty Thousand Only) as specified in Data control sheet. EMD is required by the Corporation against risk of company's / agency's conduct, which would warrant EMD forfeiture. The EMD shall be accepted only in Indian Rupees
- c) The EMD lying with the Corporation in respect of other tender/ RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. In case of re-tender bidders will be required to resubmit the EMD.
- d) The EMD will be forfeited on account of one or more of the following reasons:
 - i) Bidder withdraws its Bid during the validity period specified in the tender.
 - ii) Bidder does not respond to requests for clarification of its Bid.

- iii) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- iv) If successful bidder fails to sign the contract in time or fails to furnish PBG in time.
- v) If bid is rejected/disqualified for any other reason.
- e) The EMD of unsuccessful bidders shall be refunded after the final award of contract.
- f) EMD of the successful bidder will be released only after the bidder signs the final agreement and furnishes PBG.
- g) No interest shall be paid on EMD by the Corporation.
- h) In case the process is annulled for any reason, the EMDs shall be refunded after one month of the annulment notification.



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Section 3: Selection Process

3.1 Process for Selection of Lowest Bidder

This tender is intended to result in selection of bidder for development of web portal for “CAL-C online services” for Punjab Infotech. The responses received pursuant to this tender will be evaluated by a Committee constituted by the Corporation, as per the criteria specified in this document and selected bidder will be awarded the contract on least cost basis. The selected bidder would be required to undertake the assignments as per the scope of work mentioned in Section 5 of RFP.

3.2 Eligibility Criteria (EC)

The bidder should be a registered company/firm incorporated under the Indian Companies Act, 1956 or The Partnership Act, 1932 or Limited Liability Partnership Act, 2008. Incorporation Certificate (self-attested) has to be submitted. The bidder should fulfil the following criteria:

- a) The bidder should have minimum five years' experience and proven capabilities in the field of website development/ manage online services for Private Companies / Public Sector Companies / Banks and Government Departments / Educational Institutions
- b) Average Annual Turnover for the FY 2013-14, FY 2014-15, FY 2015-16 should not be less than Rs. 25 lacs.
- c) The bidder should have executed One project of minimum Rs. 10 Lacs OR Two Projects of Minimum of Rs. 6 Lacs OR Four Projects of minimum Rs. 3 lacs for web portal development and One project with implementation of e-payment gateway services during the last Three Financial years.
- d) Should have valid Service Tax number.
- e) Should have atleast one office in Tri city (Chandigarh / Panchkula / Mohali).
- f) Bidder should not be blacklisted by any PSU/Govt./Private Organization/ Educational Institutions.

3.3 Disqualifications

The Corporation may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three financial years;
- c) Submitted a Bid that is not accompanied by correct / relevant documents or is non- responsive;
- d) Failed to provide clarifications when sought within applicable/cited stipulated time;
- e) Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- f) Submitted a Bid with price adjustment/variation provision.

3.4 Online Query Resolution System/ Pre-Bid Query

- a) Queries are to be resolved on line and, therefore, pre-bid meeting will not be held for this tender. The Corporation, however, reserves its right to convene a pre-bid meeting if felt necessary at its discretion which will be intimated through a corrigendum.
- b) Prospective bidders or their official representatives will be able to submit queries regarding this tender using "Online Query Resolution System (OQRS)" of the portal only after they are registered and have paid the tender document fee on line.
- c) Queries may be uploaded under link available with OQRS in the following format:

Sr No.	Reference (Page No. / Para/ Sub Para No. & Heading / Sub Heading	Existing Clause / text	Clarification / Amendment Sought	Suggestions / Remarks (if any)
1				
.				
N				

d) Bidders must follow the steps given below:

- i) Click on the tender you want to participate and then take the email option.
- ii) Select Pre-bid meeting option.
- iii) Fill the information online in the query form and upload the query as per format defined above (hard copies/ letters/ mails will not be entertained). Alternatively the bidder may upload any document containing his queries and supporting documents using the option from the same page.
- iv) Bidders shall not mention their company's particulars or their names to maintain confidentiality in support of their queries.
- v) The online query resolution (icon) can be accessed immediately after payment of tender document fee till the "Last date for submission of Tenders", but **queries will be entertained only till the "Last date and time for submission of Queries"** as mentioned in the **Document Control Sheet**.(in point 4 on page 2).
- vi) If due to some technical problem bidders are unable to upload pre-bid queries on the portal they may contact concerned officials at e-Tendering Help Desk (contact nos. mentioned at page 2 in point 12 of Document Control Sheet) before the last date of receipt of pre-bid queries.
- vii) Queries received by email (as per Document Control Sheet) may be considered at the sole discretion of the Evaluation Committee and only if these have been received before the last date of submission of queries along with proof of purchase of tender document and proof of technical

issue being faced by vendor in OQRS. The queries should be as per format mentioned in (c) above.

viii) Amendments necessitated as a result of the clarifications issued online or felt necessary by the Corporation, shall be notified on the e-tender portal. It shall be the responsibility of bidders to fine tune their Bids incorporating the amendments, so communicated. The Corporation shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the tender document notified through the portal.

3.5 Preparation of Bids

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

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish the necessary information as required by the tender or submission of a Bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and will be liable to rejection.
- b) The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Bid.
- c) The letter of authorization shall be indicated by written power of attorney (Performa – 5) and shall accompany the Bid.
- d) If any document (s) is not submitted by bidder at the time of submission of bid in support of Bidder's Eligibility Criteria then at the discretion of tender committee, bidder might be intimated by e-mail to submit the same within stipulated time period failing which bid will be rejected. In case tender committee does not agree to intimate bidder about missed out documents then bid will be considered as rejected.
- e) Bidder is allowed to modify / substitute the Bid even after its submission but before "Last date for submission of bids" as mentioned in **Document Control sheet**.

- f) The bid submitted latest to the last date of submission of bids will be considered for evaluation.

3.6 Submission of Bids

Bidders shall submit their bids as per checklist specified in performa 2 through e-Tendering website on or before the last date and time for submission of bids as per **Document control sheet**.

3.7 Evaluation of Bids

Bids will be opened as per the schedule mentioned at **Document Control Sheet**. Evaluation Committee will evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, a two stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time.

Evaluation Committee may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Evaluation Committee is at discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal. Evaluation committee may waive any minor infirmity, non-conformity or irregularity in bid which does not constitute material deviation, provided such waiver does not affect the relative ranking of bidder.

a) Pre-qualification

- i) Preliminary Scrutiny: Preliminary scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete, whether the documents have been properly signed. Proposals not conforming to such preliminary requirements are subject to be rejected and EMD may be forfeited.
- ii) Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated above and Non-conforming proposals will be rejected.

iii) Bidders who fulfill the eligibility criteria will qualify for the Commercial bids.

b) Commercial Bids

- i. Commercial bids would be opened for only those bidders who qualify the eligibility criteria.
- ii. The prices quoted shall be in Indian Rupee (INR) only. The Tender is liable for rejection if the price bid contains conditional offers.
- iii. Commercial bids would be examined by the Tender opening & evaluation Committee
- iv. Least cost commercial proposal will be designated as L1. In this case, L1 will be the bidder with the lowest quote. In case, there are two or more bidders having the same 'L1' price in the Commercial bid then those bidders having same L1 will be asked to re-submit commercial bid within specified time period, which shall be communicated to bidders.
- v. Activities to be covered under this RFP are indicated under Scope of Work (Section-5)

3.8 Award of Contract

The Corporation will notify the successful bidder in writing that its proposal has been accepted. On receipt of notification the bidder shall furnish:

- I. Signed acceptance on letterhead within 7 days of the date of notification of award.
- II. PBG as per performa 6 in accordance with conditions of contract and sign the contract agreement (Appendix B) with Punjab Infotech within 15 days from the date of acceptance of proposal.
- III. Failure of the successful bidder to sign the contract in the stipulated time as mentioned above will lead to forfeiture of EMD.

Willful violation of the bid process by the selected bidder shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in such event the client may choose to award the work to

another bidder or call for fresh bids. In such a scenario Punjab Infotech may blacklist the concerned bidder for participation in state government projects.

After award of the contract, if the selected bidder delays the start of Project, Punjab Infotech reserves the right to give the contract to next higher bidder (L2, L3 .. so on) by giving one month's notice for the same.

3.9 Confidentiality

- a) Information relating to the examination, clarification and comparison of the Bids shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. During the execution of the project except with the prior written consent of the Corporation, the selected bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.
- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ selected bidder and/ or the Corporation to each other including, but not limited to, the services, product information, plans, financial data and personal statistics, whether or not marked as confidential or proprietary by the parties.
- c) **Non Disclosure Agreement:** Non-disclosure of Contract documents. Except with the written consent of the Corporation, the vendor shall not disclose the contract or any provision, specification, project plan, design, data, or any other information (in any form) thereof to any third party. The Vendor will certify that all information and data available to them as a part of the project will remain the exclusive property of Corporation and will not be disclosed to any person. Failure to comply with this clause will make the Vendor liable to action as per law. Non Disclosure agreement is attached as Performa 8.

Section 4: General Contract Conditions (GCC)

4.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the tender or Contract Agreement, the interpretation of the Corporation shall be final and binding.

4.2 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the Corporation and the Vendor. The Vendor subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Vendor shall be fully responsible for the services performed by it or any of its personnel on behalf of the Vendor hereunder.

4.3 Standards of Performance

The Vendor shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Vendor shall always act in respect of any matter relating to this contract as faithful advisor to the Corporation. The Vendor shall always support and safeguard the legitimate interests of the Corporation, in any dealings with the third party. The Vendor shall abide by all the provisions/Acts/Rules etc. of [Information Technology Act, 2005](#) and subsequent amendments prevalent in the country. The Vendor shall conform to the standards laid down in the tender in totality.

4.4 Applicable Law

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

4.5 Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

4.6 Performance Bank Guarantee (PBG)

- a) The vendor shall furnish an unconditional and irrevocable Performance Bank Guarantee, as per Performa (Performa – 6) in accordance with conditions of contract within 15 days from the date of notification by the Corporation. PBG shall be furnished for an amount equal to 10% of total project cost/bid amount valid for the entire term of contract period plus three months as its commitment to perform services under the contract.
- b) Failure to comply the RFP conditions and submit PBG as per sub para 4.6 (a) above shall constitute sufficient grounds for forfeiture of the EMD.
- c) Failure to perform services as per RFP conditions after acceptance of Letter of Award shall constitute sufficient grounds for revocation of the PBG.
- d) The PBG shall be released after expiry of its validity period provided there is no breach of contract on the part of the Vendor.
- e) No interest will be paid on the PBG.
- f) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of extension of the project for any reason. The bidder should furnish PBG for extension period within 7 days of issue of extension letter with validity of 3 months beyond the extension period.
- g) Punjab Infotech shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due from bidder side, the equivalent value of any payment made to him due to inadvertence, error, misconstruction or misstatement etc.

4.7 Time Lines, Deliverables & Payment Schedule

Phase	Description	Deliverables	Duration (Weeks)	Amount
1	Completion of Study phase and Submission of Study Report and Freezing of specifications/requirement	Study Report, Proposed Solution, Design Documents/Forms, List of MIS Reports	6 weeks	10%
2	Development and Deployment : After Testing, User Training & Implementation, Submission of Deliverables i.e ,Source Code and relevant manuals) and operational training to CAL-C HO Officials and CAL-C Centre Reps	Trial Run Report, Operational Manual for Head Office Operations, Centre Login Module, Administration Activities, Training to Stakeholders, CAL-C Staff, Centre Heads, UAT & Generation of all Reports as per MIS.	16 weeks	30%
3	After successful Parallel operation of one complete cycle covering all activities as per scope of work & final sign-off	Monthly Uptime reports, Final Copy of Manual, Final Copy of Source Code & Data and set of Reports as per MIS.	30 Weeks	20%
4	Third Party Audit	After successful conduct of Third Party Audit	-	10%
5	Operation & Management Phase	Monthly Reports as per SLA	3 years	30% (5% every six months)

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4.8 Penalties

Notwithstanding the Corporation right to impose penalty in case of delay in performance of services, penalty clause as mentioned in the Appendix "C" will be applicable. It may also lead to termination of contract as per mentioned in appendix "C" except under any unavoidable circumstances which shall be proven by records. In the event of the sum of all penalties exceeding 10% of Contract Value on any given date, the contract shall stand terminated automatically and PBG shall stand revoked in total.

4.9 Operation & Management

The vendor will operate and maintain the web portal for 3 years after successful deployment and will ensure that web portal shall operate without any interruption. Any modification or addition as may be required will be undertaken by the vendor without any additional cost. The time to resolve an issue should not exceed 5 days from the time the request is logged (penalties mentioned in Appendix –D for Service Level Agreements).

4.10 Indemnity

Successful Bidder who has been awarded the contract (the "Indemnifying Party") undertakes to indemnify Punjab Infotech from monetary loss or loss of reputation to any customer Department/s arising in favor of any person, Corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.

The indemnities set out shall be subject to the following conditions:

- a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and

- expense, reasonably participate, through its attorneys or otherwise, in such defense;
- c) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - d) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - e) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - f) In the event either of the Party seeks indemnification from other on account of any specific loss or losses (including any claim for damages) then party making the claim would be stopped from making any further claim, financial or otherwise in respect of that loss or losses (including any claim for damages).

4.11 Ownership and Intellectual Property Rights

- a) All the data, material, information and documents collected / generated during development / implementation of all the components of the project and the application software developed as per contract shall be exclusive “Intellectual Property” of the Corporation and shall be vested in the Corporation. All rights are reserved to Corporation as per IT Act 2000 & its subsequent amendments.
- b) The selected Bidder shall handover all data, material, information and documents (including SRS documents, design documents, database design / diagrams, the source code with Third Party controls/software, etc.) collected / generated during development / implementation of the project to the Corporation within 30 days of development / implementation of project.

- c) No documents / graphics / texts / designs / codes covered under the Web Portal shall be sold or disposed by the vendor in violation of any right whatsoever of Punjab Infotech.
- d) The application software and the source code with version control system shall be submitted separately to The Corporation within 30 days of development / implementation of project
- e) Vendor should take regular back up of data after development phase as per s.no 2 of section 4.7
- f) Vendor should handover all login password, authentication etc. at the end of contract agreement.
- g) The Vendor shall indemnify Punjab Infotech from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement and at the expenses of the Vendor.
- h) The web developer with the written consent of Punjab Infotech will insert links / trademark/ image etc of any other website / Software on CAL-C Web Portal.
- i) Reference of CAL-C Portal on any website shall be done by vendor with written consent of Punjab Infotech.

4.12 Termination of Contract

Material Breach: In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Punjab Infotech or vendor, as the case may be will have the option to terminate the Agreement.

Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the event that if the selected bidder fails to perform as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract and the termination will become effective:

4.13 Termination for Insolvency, Dissolution etc

The Corporation may at any time terminate the contract with immediate effect by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Corporation.

4.14 Termination for Convenience

Punjab Infotech reserves its right to terminate, by prior written notice of one month, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for its convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.15 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, Punjab Infotech shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b) Punjab Infotech reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract.
- c) Nothing herein shall restrict the right of Punjab Infotech to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Punjab Infotech under law or otherwise.

- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.16 Force Majeure

- a) The Vendor shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Vendor shall promptly notify the Corporation in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.17 Taxes and Duties

The Vendor shall be entirely responsible for all taxes; duties, etc. incurred as may be applicable at any given point of time within Union of India

4.18 Resolution of Disputes

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/ their representatives or officers.

a) Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond as expeditiously but not later than 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

b) Arbitration

In case dispute arising between the Corporation and the Vendor, which has not been settled amicably, the Vendor can request the Corporation to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary to Govt. of Punjab, Department of Industries and Commerce as Arbitrator. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award.

c) Legal Jurisdiction

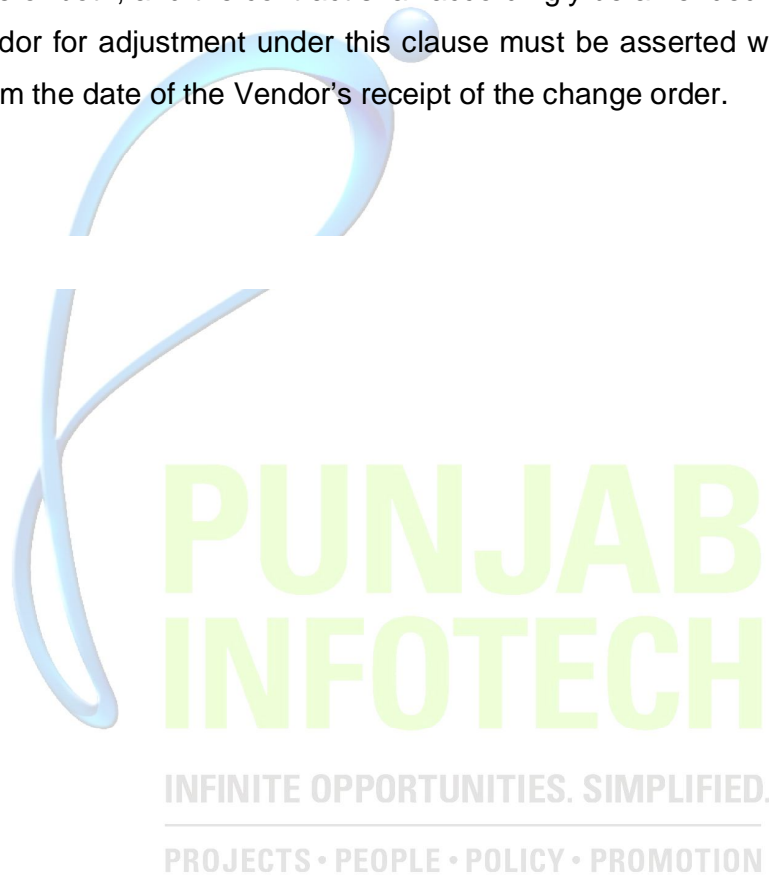
All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

4.19 Notices

- a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing, in person or by post.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.

4.20 Contract Amendment

No variation or modification of the terms of Contract shall be made except by written amendment signed by parties. Punjab Infotech may, at any time, by written order given to the Vendor, make changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.



Section 5: Scope of Work

5.1 Introduction

This section deals with broad activities to be developed and implemented by the prospective agency for their effective management and control. The scope of work detailed at section 5.2 of the RFP document.

5.2 Scope of Work

Broadly, the agency will provide the following features in the proposed web portal. However, the effective implementation may require further fine tuning for desired performance.

CAL-C Detail of Activities		
1	Interfaces	
1.01	System should support two interfaces for the application, one for CAL-C Centres and other for CAL-C Head office.	
1.02	The Centre Interface must support one login for each centre and should be able to manage all the information related to respective centres.	
1.03	CAL-C Head Office interface should support multiple logins, one each for staff of CAL-C, which can further be given permissions for different modules. CAL-C Head office should have an Administrative login for managing and controlling the key administrative information.	
1.04	CAL-C HO Interface must have provision of enabling / disabling the Franchisee Centre Login id and prospective franchisees.	
1.05	System should provide the facility to manage and control the rights given to CAL-C Login ID. Administrative rights to be given to CAL-C HO.	
2	Online Receipt of Franchisee Applications	
2.01	System should have the facility to register the prospective franchisees and create login id for prospective franchisee.	
2.02	Prospective franchisees should have facility to submit applications for new franchisee centre & submission of online payment.	
2.03	System should have the facility for uploading of documents required with application and record the date of submission (Format in which document can be uploaded easily).	
2.04	Once the application is submitted, the applicant cannot change / update the form.	
2.05	CAL-C Head Office interface should have the facility of downloading the application and in case of any discrepancy, prospective franchisee can re-submit the Application form after permission from CAL-C HO. System should be able to maintain the resubmission history.	

2.06	After the processing of application, system should be able to generate the Letter of Intent	
2.07	On receipt of License fee, system should be able to create a new franchisee and accept the license fee for the new franchisee and record the required information(e payment gateway)	
2.08	System should be able to generate the Agreement and Licence Certificate, new login id for centre, disable previous id generated as prospective franchisee and send alert email accordingly. (All the correspondence done earlier to be linked with the new ID once the applicant becomes our franchise)	
3	Registration of Candidates	
3.01	System should be capable of registration of students for various courses offered by CAL-C. The registration of students will be done through CAL-C centres Logins. Registration process involves generation of registration form in PDF Format /other format and uploading of relevant documents.	
3.02	Process should have the facility of saving registration information and submission of form Provision/ confirmed status. System to have option to upload the pending documents to clear the provisional status)	
3.03	Registration process should generate a unique registration number and fetch the key information like courses, categories, course fee etc from the existing tables and generate the royalty statement, by calculating royalty and other amount to be submitted with CAL-C Head Office. Link the registration to secondary registration number wherever necessary	
3.04	Registration process should be able check and control timelines associated with admission process and able to generate alerts in form of emails / messages	
3.05	Registration process should be able to handle different registration types like regular registration of students, registration of candidates under Sponsored schemes, employee training, lateral entry etc System to control the rights for view of schemes and courses accordingly. Only those centres will be able to see and upload the documents) Batch preparation, if required for sponsored schemes/ employes training	
3.06	Registration process should be able to assign different status to admissions at different steps / levels in Centre Login and CAL-C Head office Login	
3.07	Generate different MIS reports on various parameters, Course wise, centre wise, category wise within a particular period, admission status wise etc on single parameter or multiple parameters	
3.08	Since the royalty is received on semester basis, Registration process should be able to handle the receipt of subsequent semesters royalty	
3.09	Registration process should be able to generate royalty statements by calculating royalty, Service tax, registration fee ,TDS etc.	
4	Semester Examination (CAL-C)	
4.01	Exam system should have the facility for issue of notification for exam schedule	
4.02	Centres should be able to submit session wise exam request for the eligible candidates through centre login as per laid down criteria (for provisional / confirmed candidates)	

4.03	System must have the facility for managing re-appear of candidates (Also importing of previous results), Number of chances allowed per course	
4.04	Exam system should have the facility to generate attendance of exams along with photograph as per performa	
4.05	System should be able to generate the question papers requirement and answersheet requirement and store the answer sheets numbers issued to centres	
4.06	Centre should be able to submit internal marks and practical marks through the Examination System	
4.07	System should be able to accept the external marks of students (excel format) and generate / compile result	
4.08	Uploading of results	
4.09	System should be able to generate the request from centres login for rechecking or retotaling & submission of payments Also, system may accept the revised marks after rechecking / re-totaling and capture the same in database	
4.10	System should be able to generate MIS on critical parameters	
5	Online Exams for short Term Courses (C01, C14,C15)	
5.01	Scheduling of short term exams (Datesheet)	
5.02	System should be able to schedule the exam slot as per the admission date, (Information to be viewed at centres login)	
5.03	System should accept the practical Marks on the exam day	
5.04	System should be able to allow rescheduling of slots by CAL-C Head Office	
5.05	System should have the provision for using student registration numbers as temporary login id for conduct of online exam. system to prepare and display the result instantly at the end of submission of answers	
5.06	System should provide the facility of re-exam of candidate (Maximum two chances) within two months of completion of course after receipt of Exam Fee	
5.07	Creation and updation of question bank	
6	Certification	
6.01	System should be able to combine the semester wise marks for pass candidates, wherever necessary	
6.02	System should be able to assign grades and generated certificate numbers	
6.03	System should be able to generate Analytic MIS Reports on various parameters	
6.04	System should be able to export data in excel	
6.05	System should be able to provide information on course start date and course passed date	
6.06	Provision for re-issue of certificates after correction and duplicate certificates.	
6.07	System should be able to export data for participation certificates on the basis of course completion dates	
7	FACULTY TRAINING PROGRAMS/ COUNSELLOR	

7.01	System should support generation of training program with basic parameters and issue alerts to all centres mentioning the date and topics to be covered in training programs	
7.02	System should provide facility to allow centres to nominate the faculty / counselor to participate in training program	
7.03	System should support to record the attendance and receipt of feedback by students	
7.04	Generate the Attendance statement and issue of emails to centre(s) not participating in the Program	
7.05	System should be able to record the summary on FTP in paragraph form	
8	BOOKS	
8.01	Should be able to accept receipts books in stock and issue books to centres	
8.02	Create Challans for issue of books	
8.03	Generate MIS Reports	
9	DOCUMENTATION	
9.01	System should have the facility to upload the documents through centres login id as per the events defined by CAL-C HO	
9.02	Faculty Member Details of CAL-C Centres	
10	GENERAL REQUIREMENTS / ISSUES	
10.1	The system shall have ability to send email/sms notifications to users whenever required.	
10.2	System will require user interfaces for data migration, data backup/recovery.	
10.3	Following needs to be supported by the system a.) Data needs to be stored in relational database for quick queries and storage. b.) Passwords shall be sent and stored in encrypted form. c.) System shall be robust to handle all types of data. d.) System must be error/bug free at the time of production use. e.) The system will take care of removal of duplicate records and well standardized optimized database schema/design. f.) System will have data records import/export facility to and from spreadsheets. g.) System shall be able to store images/scanned docs into database in uniform size at acceptable resolution.	
10.4	Application development related software, licenses and SSL licenses required for Proposed Portal shall be procured by the selected bidder	

In addition to development of portal, vendor shall host the web portal and maintain it for three years after successful development and deployment of portal.

Vendor shall ensure that 99% uptime during parallel run & Operation & management phase.

Section 6: Bid Performas
Performa1 (To be filled, Signed, scanned and uploaded in the Pre Qualification of e-Tendering Portal)

BID SHEET

Tenderer's Bid Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

email ID:

Fax No.:

To:

The Managing Director,
Punjab Information & Communication Technology Corporation,
Udhyog Bhawan, Sector 17, Chandigarh.

Subject: Selection of agency for CAL-C Online Services

Dear Sir,

1. I, the undersigned Bidder, having read and examined in detail the specifications and all bidding documents in respect of development of CAL-C Online services, do hereby propose to provide services as specified in the bidding document.

2. PRICE AND VALIDITY

All the prices mentioned in our Bid are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of bids.

We do hereby confirm that our bid prices include all taxes including Income Tax & Professional Tax.

3. EARNEST MONEY

We have paid the required earnest money through e-payment gateway. It is liable to be forfeited in accordance with the provisions of Tender document.

4. BID PRICING

We further declare that the prices stated in our Bid are in accordance with your terms & conditions in the bidding document.

5. QUALIFYING DATA

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

6. CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee (PBG) as per terms of the Tender document.

7. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge & belief.
8. Bid submitted on line by us is complete in all respect as per tender.
9. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

<Signature >

Name:
Designation:
<Seal>

Date:
Place:
Business Address:



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Performa 2 (To be filled online in Pre Qualification of e-Tendering Portal)

CHECKLIST & ORDER IN WHICH DOCUMENTS ARE TO BE SUBMITTED

Name of Bidder: _____

Part -1 Checklist for Enclosures

Sr. No	Documents to be submitted	Yes / No	Page No.
1	Tender Fee & EMD Payment Receipt		
2	Letter of Authorization / Power of Attorney for signing Tender Document (Performa 5)		
Eligibility Criteria			
3	The bidder should be a registered company/firm incorporated under the Indian Companies Act, 1956 or The Partnership Act, 1932 or Limited Liability Partnership Act, 2008. Incorporation Certificate (self attested) / Partnership Deed.		
4	The Copy of work / purchase orders received after 31.03.2013		
5	The bidder should have executed One project of minimum Rs. 10 Lacs OR Two Projects of Minimum of Rs. 6 Lacs OR Four Projects of minimum Rs. 3 lacs for web portal development and One project with implementation of e-payment gateway services during the last Three years. As per Performa 3		
6	Average Annual Turnover for the FY 2013-14, FY 2014-15, FY 2015-16 should not be less than Rs 25 lacs (Attach Auditor's certificate with registration number clearly showing annual turnover of last 3 financial years)		
7	Copy of Certificate of valid Service Tax Number		
8	Nos. of Branches/offices in Tri city (Panchkula / Mohali and Chandigarh) and Address (Minimum one Branch is required) Local Office / Support Staff		
9	Undertaking: Bidder should not be blacklisted by any		

	PSU/Govt./Private Organization/Educational Institutions. As per performa 7		
Will be checked at the time of Commercial Evaluation			

Part – 2 Profile of the Bidder

1	Name of the Company	
2	Year of Incorporation	
3	Nature of the Company (Registered Company or Partnership or Proprietary)	
4	Registered Office Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Contact Person Telephone Number	
	Email Address	
5	Name of Local Presence at Chandigarh	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Telephone Number	
6	Registration Details	
	Permanent Account Number	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
7	Banker's Name, Address and Account Number	

Important Note:

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Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection.

Performa 3 To be filled, Signed, scanned and Uploaded in Pre Qualification of e-Tendering Portal)

Prior Experience Form

(Using the format below, provide information in respect of major assignments executed by the company. Proof of work executed/in progress for Central / State / Govt. / PSU/Private Organizations must also be attached)

S.No	Details of client along with address, telephone and Fax number	Order Value (Rs. Lacs)	Job description
1.			
2.			
3.			
4.			

Note: Add additional sheets as per requirement.

(Signature of the Authorized Person)

Date :

Name :

Place :

Designation :

Business Address :

Seal :

Performa 4 Financial Proposal (To be filled online in Commercial Bid of e-Tendering Portal)

FROM: [Name of Bidder]
.....
.....

To
The Managing Director,
PICTC
Udyog Bhawan;
18 Himalaya Marg; Sector 17;
Chandigarh; India

Sub: Selection of Agency for creation of Online Services of CAL-C.

Dear Sir,

We, the undersigned, offer to provide the services of creation of online services of CAL-C in accordance with your RFP.

Our Financial Proposal is as under :

Sr No	Description	Amount(In Rs.)
1	Development, Deployment, Operation & Management of Web Portal	
2	Recurring charges, if any	
	Total	

Total Amount in Words : _____

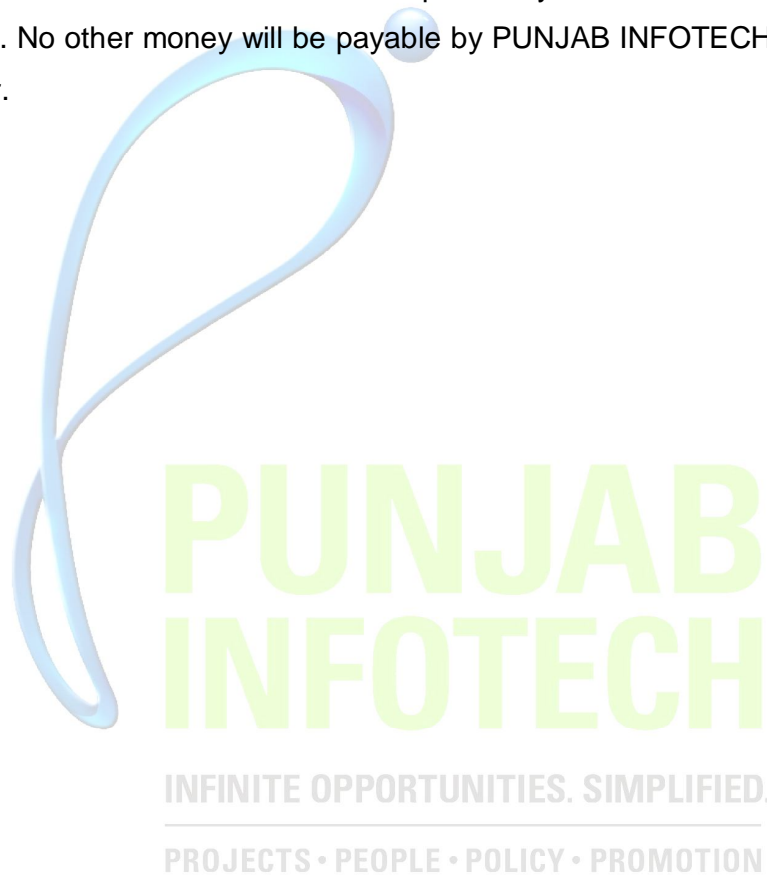
1. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal.
2. The Financial Proposal is without any condition.
3. The offer price quoted by us is inclusive of all taxes. _____
4. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

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

Note:

- I. The work to be executed is broadly as per the scope of work, however the effective implementation may require further fine tuning for desired performance
- II. The quoted rates should factor the scope/ schedule /quantum of work as mentioned therein and at other places in the RFP.
- III. All the quoted rates should be inclusive of all taxes.
- IV. The grand total is the total amount quoted by bidder for the entire service contract. No other money will be payable by PUNJAB INFOTECH to the service provider.



Performa 5 (To be filled, Signed, scanned and Uploaded in Pre Qualification of e-Tendering Portal)

Special Power Of Attorney

Know all me by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) (Hereinafter called the "Company") DOTH hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender (No PICTC/CAL-C/2016/001) for selection of Vendor for <<project name>> and all affairs ancillary or incidental thereto.
2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>> <<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<signature, name & designation of person witness to this attorney>>

<<signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

<<signature, name & designation of person executing attorney and name of company>>

Performa 6 (To be Submitted within 7 days after Award of Contract)

PERFORMANCE BANK GUARANTEE

PICTC LTD, 5th & 6th Floor Udyog Bhawan

18 Himalaya Marg, Sector 17, Chandigarh - 160017

Tel- 0172-5256400 Fax – 91-172-5256406

- This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “**The Bank**” which expression shall include their successors, in favor of Punjab Information & Communication Technology Corporation Ltd. situated at *PICTC LTD, 5th & 6th Floor Udyog Bhawan, 18 Himalaya Marg, Sector 17, Chandigarh – 160017* (hereinafter referred to as “The Department” which expression shall include their successors).
2. Whereas the Department has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Vendor <<project name>>.
 3. In consideration the Department selecting the Company as Vendor to <<project name>> as per the terms and conditions of the Agreement entered into between the Department and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Department on first demand without demur any sum up to Rs **2.00 Lacs** (Rupees Two Lacs only) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
 4. We, the Bank, undertake to pay to the Department any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
 5. The Bank’s liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance or neglect on the part of the Department or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.
 6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 51 (Fifty One) months from the date of its execution i.e. up to

<<day>> day of <<month>> <<year>> , or the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee

7. We, the Bank, further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,
 - a. Our liability under this Bank Guarantee is restricted to Rs <<amount>> (Rupees <<in words>>),
 - b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Department serve upon us a written claim or demand on or before dd.mm.yyyy.
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Department in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

Place

Date

(Signature of Authorized signatory & Stamp of Bank)

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Performa 7 (To be filled, Signed, scanned and Uploaded in Pre Qualification of e-Tendering Portal)

(Declaration Letter on Non Blacklisted Company/Firm)

[Bidders are required to submit the Declaration letter as given here on their letterhead]
To

*Managing Director
PICTC LTD, 5th & 6th Floor, Udyog Bhawan
18 Himalaya Marg, Sector 17, Chandigarh - 160017*

Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India.

Dear Sir,
We, the undersigned, hereby declare that:

We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions/Education Institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Place:
Business Address:



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Performa 8 (To be submitted by Vendor along with PBG)



(NON-DISCLOSURE OF CONTRACT DOCUMENTS)



Except with the written consent of the Buyer / Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, video, data, pictures or any other information (in any form) to any third Party




(Authorised signatory of Company)
Date :



Appendix A: Instructions to bidders for e-Tendering

Sr. No.	Title	Description																														
1	Punjab e-Tendering Website	http://etender.punjabgovt.gov.in																														
2	View and print Tender Documents Free of cost	<p>To Download/ View the tender notifications and corrigendum follow the steps given below:</p> <ol style="list-style-type: none"> a. Click on "TENDER SEARCH" after opening the e-Procurement website. b. Provide all or any one of the options like "Tender Number", "Region", "Estimated Cost", "Request Dates (from and to)", "Tender Submission date" or "any key words from Tender Description" c. Click "Submit" to view the results. A list of tenders will appear on the screen. d. Click on  to view. e. Click  to print. 																														
3	Digital Signatures	The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; e-mudra, N-code, Sify etc. In case of any problem in compatibility of DSCs, e-Procurement helpdesk may be contacted.																														
4	e-Payment Options and procedure	<p>Following options are available for making e-Payment:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Mode of payment →</th> <th style="text-align: center;">IPG</th> <th style="text-align: center;">Net Banking</th> <th style="text-align: center;">OTC</th> <th style="text-align: center;">NEFT</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Purpose & Amount ↓</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: left;">Registration Fee Rs 2000.00 + service tax</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: left;">Tender Fee (differs for each tenders)</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: left;">Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs. 570.00 to Rs. 5700.00) Rs. 2000.00 + service tax for tenders where estimated value is not known</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: left;">EMD (differs for each tenders)</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">Yes</td> </tr> </tbody> </table> <p>Procedure for e-Payment through OTC /NEFT:</p> <ol style="list-style-type: none"> a. Take a print of challan from the e-payment gateway. b. Pay the amount in your bank and collect the receipted copy duly stamped by the bank and note UTR Number. c. Upload the scanned copy of challan and payment details including UTR Number in the e-tendering web site. d. Bidder must ensure that they should initiate the NEFT transactions well before (preferably 24 hours) for reconciliation of payments on portal. 	Mode of payment →	IPG	Net Banking	OTC	NEFT	Purpose & Amount ↓					Registration Fee Rs 2000.00 + service tax	Yes	Yes	No	No	Tender Fee (differs for each tenders)	Yes	Yes	Yes	Yes	Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs. 570.00 to Rs. 5700.00) Rs. 2000.00 + service tax for tenders where estimated value is not known	Yes	Yes	No	No	EMD (differs for each tenders)	Yes	Yes	Yes	Yes
Mode of payment →	IPG	Net Banking	OTC	NEFT																												
Purpose & Amount ↓																																
Registration Fee Rs 2000.00 + service tax	Yes	Yes	No	No																												
Tender Fee (differs for each tenders)	Yes	Yes	Yes	Yes																												
Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs. 570.00 to Rs. 5700.00) Rs. 2000.00 + service tax for tenders where estimated value is not known	Yes	Yes	No	No																												
EMD (differs for each tenders)	Yes	Yes	Yes	Yes																												

5	Registration	<p>Steps to be followed for registration of bidders:</p> <ol style="list-style-type: none"> Click on "Register" and fill the online registration form. Pay the registration fee of Rs. 2000/- + service tax through e-Payment Gateway (IPG and Net Banking). Note the User ID and Password allotted by the system. Upload following documents in scanned format:- <ol style="list-style-type: none"> Request on Company Letter Head PAN Card Enlistment certificate, if any. Registration Acknowledgement <p>After this the bidder will have to contact Punjab e-Procurement Helpdesk for the activation of his User ID.</p> <p>Note: - The registration process needs to be done at least 72 hrs. before the submission of tender bid for easy facilitation of bid processing</p>
6	Login & Participation in the Tendering process	<p>Log in with your User Id and Password (which was allotted by the system after registration). For participating in the tendering process follow the instructions given below:</p> <ol style="list-style-type: none"> Insert the PKI (which consists of your DSC) in your PC USB port (make sure that necessary driver software of PKI is installed in your system). To open the Microsoft Internet Explorer (from the Desktop of your computer) click on the Internet Explorer icon, or Go to Start > Programs > Internet Explorer. Type etender.punjabgovt.gov.in in the address bar, to access the Login Screen. Enter e-Procurement User Id and Password, click on "Go". Click on "Click here to login" for selecting the DSC. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id & Password. Select the Department (in this case Punjab Information & Communications Technology Corporation Ltd.) from the drop box in whose tender you intend to participate.
7	Online Request for Tender Documents	<p>Steps to be followed for online request for tender:</p> <ol style="list-style-type: none"> Click on "UnApplied" to view / apply for new tenders. Click on  for online request. Pay the Tender Fee and Processing Fee online. Click  to view the tender documents which are available in the user profile (<i>Tender document screen appears</i>). Click on "Click here to download" to download the documents on your desktop
8	Other Department tenders	<p>To apply for other Department tenders, Click on "Select Department" to switch over to other Department Tenders and repeat procedure given at ser 7 above.</p>
9	Pay EMD and update details in the web site	<p>Steps to be followed for uploading supporting documents:</p>

		<ul style="list-style-type: none"> a. From the  screen click on "Click here to enter EMD Details" (which is displayed in "Red color") to feed the EMD details and upload the scanned copy of challan with UTR Number in case payment is made through OTC or NEFT. b. When the user finishes with the payment of EMD, the "Red color" will automatically turn to "Black color". c. Click "Click here to Download Empty Document" and download the editable Technical/ Price bid documents and save the same without changing the "File Name" on your Desktop. d. The user may log off and fill up the editable documents off line
10	Upload files – Technical Sheet/ Price bid Sheets and attach documents to the tender	<ul style="list-style-type: none"> a. From the  screen click on "Click here to Upload the Filled File" (which is displayed in "Red color") b. Select the filled file/ files which were saved in the same name. c. Click on "OK" to upload the filled Technical and Price bid documents to the tender. (Note that when the user uploads the filled Technical and Price Sheet, the "Red color" will automatically turn to "Black color" which reflects that user is ready for the final submission). d. Click "Click here to Attach the General Documents" to upload all the documents which are already saved in the vendor profile. e. Attach the required documents to the concerned tender from general document section to the tender document screen. f. Fill the price bid in the HTML format specified on portal.
11	To Submit the Tender	<ul style="list-style-type: none"> a. Bids once submitted may be revised prior to tender closing date and time. b. Note down / take a print of "bid control number" once it is displayed on the screen.
12	To view the tender opening process	<p>Tender opening event can be viewed online as per procedure given below:</p> <ul style="list-style-type: none"> a. Log in with your User Id and Password (which was allotted by the system after registration). b. Select Department from "Select the Department" drop down box. c. Click on "OPENED". Click on the  icon to view bid documents of all bidders participating in the tendering process.

13	e-Procurement Help Desk details	<ul style="list-style-type: none">a. Office Address: Punjab Infotech, (e-Procurement Helpdesk), S.C.O - 101, 2nd Floor, Sector – 47 C, Chandigarh.b. Visiting Hours: 8 AM to 8 PM (Monday to Sunday except Public Holidays)c. Contact Details:<ul style="list-style-type: none">a. Tel : 0172-3934667b. Fax : 0172-3934665 (Fax)c. Mobile : 09257209340, 08054628821d. E-mail : etender.helpdesk1@punjabinfotech.gov.in
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Appendix B: CONTRACT AGREEMENT

Date:
Reference No. : PICTC/CAL-C /2017/001

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2017

BETWEEN:

Punjab Information & Communication Technology Corporation Ltd (Punjab Infotech) , a **State Government Undertaking** having its office at the <<----->> hereinafter referred to as "**The Corporation**" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <<name of selected Contractor>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of Contractor>> hereinafter referred to as "**The Contractor**" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

- a) The Corporation is desirous that the Contractor should provide House keeping and Maintenance services for 5th & 6th Floor, Udyog Bhawan, Sector 17, Chandigarh.
- b) The Contractor, having represented to the Corporation that it has the required professional skills, and personnel and resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- b) The following documents in relation with Request For Proposal issued for selection of Consultants shall be deemed to form and be read and construed as part of this Agreement viz:

- Invitation to the Bidder
 - Instructions to Bidders (ITB)
 - General Contract Conditions (GCC)
 - Scope of Work (SOW)
 - All Annexure, amendments, supplements, corrigendum or clarifications thereto
 - Notification of Award.
- c) The contract shall begin from the date of signing of the contract, as and when the services would be handed over to the contractor.
- d) The mutual rights and obligations of the Corporation and the Contractor shall be as set forth in the Contract, in particular:
- the Contractor shall carry out the services in accordance with the provisions of the Contracts;
 - the Contractor shall provide its services as per RFP and will be responsible, to hold the Corporation's interest paramount, strictly avoid conflicts.
 - the Corporation shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:
(Name and designation)
Authorized Signatory of the Corporation

Signed by:
(Name and designation)
Authorized Signatory of the Contractor

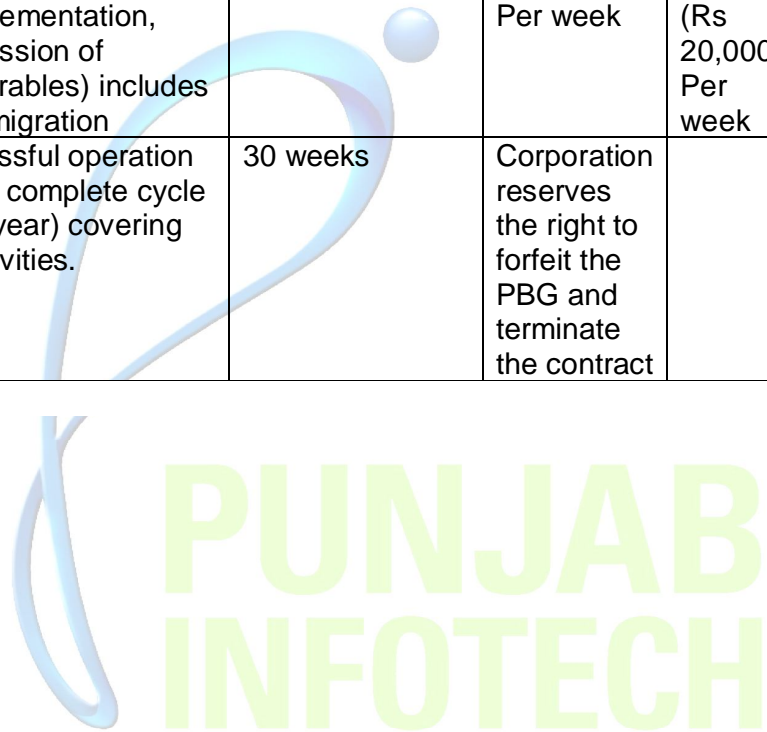
Witness 1

Witness 2

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Appendix C: Penalties

Phase	Description	Duration(Weeks)	Penalties and Termination		
1	Completion of Study phase and Submission of Study Report and Freezing of specifications	6 weeks (No Penalty)	7 th - 8 th Week (Rs 5000) Per week	After 8 th Week (Rs 10,000) per week	May lead to Termination after 12 th Week & forfeiture of PBG
2	Development and Deployment (includes Testing, User Training & Implementation, Submission of Deliverables) includes Data migration	16 weeks	17 th – 18 th Week (Rs 10000) Per week	After 18 th Week (Rs 20,000) Per week	May lead to Termination after 22 th Week & forfeiture of PBG
3	Successful operation of one complete cycle (one year) covering all activities.	30 weeks	Corporation reserves the right to forfeit the PBG and terminate the contract		



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Appendix D : SLA

. SLA: Operations and Maintenance Related Service Level Agreement (SLA) Criteria								
Recovery on account of penalties calculated as per this table, will be made as mentioned in clause 4.9 of the RFP								
S.no	Service Metrics Parameters	Baseline		Lower Performance	Lowest Performance & Breach		Basis of Measurement / Remarks	
1.	Resolution time for bugs / issues/ faults in application software and Hardware	Resolution of issues / faults within 5 days.	No Penalty	Resolution of faults/ issues/ bugs between 6 to 10 days.	Rs. 2,000 per day per faulty device	Resolution of bugs/ issues after 10 days.	Rs. 5,000 per day per faulty device for a maximum of 20 days	May lead to termination of contract if the resolution time of an issue goes beyond 20 days and if the vendor is found to be non-responsive.

Vendor shall submit the Uptime Report on monthly basis during parallel run phase & Operation & Maintenance phase.

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