

Government of NCT of Delhi

Request for Proposal (RFP)

For

Workflow Automation of Office of RCS



सत्यमेव जयते

Government of
National Capital Territory of Delhi

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Office of Registrar Co-operative Society
Government of NCT of Delhi
Delhi-110003

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Details		
1	Tender ID	F. No 1 (190)/RCS/Comp-CC/2015/comcrs/2186 Dated :23/12/15
2	Tender date	28 December, 2015
	Selection Method	Combined Quality & Cost Based selection with Pre-qualification criteria
	RFP issued by	O/o Registrar Cooperative Societies, GNCTD.
	Availability of RFP	RFP can be downloaded from e-Procurement platform of Delhi Government (https://govtprocurement.delhi.gov.in)
	FMD	Earnest Money Deposit of amount Rs. Six Lakhs . Demand Draft or FDR or BG in favour of <i>Office of Registrar Co-operative Society</i> and payable at Delhi from any of the nationalized Scheduled commercial Bank.
	Performance Bank Guarantee (PBG)	Bank Guarantee as mentioned in Form-7
	Nodal Officer for correspondence and clarification	Sh. G. S. Aggarwal, Deputy RCS
8	Last date of for Pre bid queries	18 January, 2016 at 2:00 PM
9	Pre bid conference	A pre-Bid meeting will be held on 20 January, 2016 at 2:00 PM at Office of Registrar Co-operative Society
10	Issue of addendum /clarification (if any)	20 January, 2016 at 2:00 PM
11	Last date of bid submission	Proposals must be submitted no later than the following date and time: 27 January, 2016 at 2:00 PM
12	Opening of Pre-qualification	27 January, 2016 at 2:00 PM
13	Opening of Technical bid	27 January, 2016 at 2:00 PM
14	Opening of Financial bid	01 February, 2016 at 2:00 PM

1. Request for Proposal

Tenders are invited from eligible, reputed, qualified IT Firms with sound technical and financial capabilities for Design, develop, implementation and maintenance of automated system for Office of Registrar Co-operative Society, as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

2. Background Information

2.1 Information

- a) Office of Registrar Co-operative Society (RCS) invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies/Agencies ("Bidders") for selection of "Implementing Agency".
- b) Proposals must be received on e-procurement portal of GNCTD not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.2 Background

RCS is intended to develop, design and implement a automated system that will cover the following modules/component/process of RCS.

- **Audit**
 - Audit returns
 - Appointment of Auditors
 - Special Audit
 - Submission of Audit reports
- **Society**
 - Registration
 - Approval of By-Laws
 - Vacancy details
 - Loan position & dues against members
 - Amendment in By-laws
 - Upload of minutes of AGM of Societies
 - Annual returns of societies
 - Managing committee details
- **Election**
 - Declaration of election date

- Processing of Election
- Dispute resolution
 - Details of administrator appointment
- Recovery Management System
- Legal cases

About the Department

The structure and the role of Cooperative Department have undergone a sea-change during the last decade and therefore arising the requirement for improvements in its internal functioning. In order to empower the cooperative societies to meet the challenges posed by local economic liberalization, growth of Information Technology and largely to protect the interests of the members of Cooperative Societies (as their financial stakes have become high), the RCS department has initiated the process of identifying key pain areas of its daily work proceedings and looks-out for solutions to overcome them.

The Department by virtue of its constitution, not just, aims to consolidate and amend the laws relating to cooperative societies but also is responsible to facilitate better regulation, management, functional efficiency of its member societies and for matters concerned therewith or periodic thereto, in the National Capital Territory of Delhi

Cooperative department attempts to serve its member societies in following ways:

- Courtesy and understanding
- Cooperation and transparency
- Speedy processing and prompt action
- Fair and speedy settlement of disputes
- To act as a friend, philosopher & guide to the cooperatives

Automation Scenario of RCS

A. Software Applications

Internal Query Tool

Developed in Year 2006-07

Front-end: .NET and back-end: SQL Server 2008

Presently deployed in the RCS Premises accessible on LAN environment. URL:

<http://rcs/rcs/query>

Exit and Recovery functions

Developed in Year 2006-07

Environment: FoxPro

B. Department Website

RCS has deployed its website at NIC Server

The website is only for information purpose

- Some documents like RCS Performa's, Lists, Published Notifications/Orders or other information can be downloaded from the website.

C. RCS Campus – LAN Environment Details

- SWAN Connectivity : MTNL lease line connection form Delhi Secretariat.
- Internet Connectivity & Access Management through NIC
- Total 120 Connectivity Nodes. Internet access is only for 1 to 30 Nodes. Rest Nodes have limited Internet Access.
- 80 Workstations
- 1 Server – Quad Core, 150 GB Hard Drive, Windows 2003
- 2 Mbps Bandwidth

3. Instructions to the Bidders

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the RCS on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of RCS. Any notification of preferred bidder status by RCS shall not give rise to any enforceable rights by the Bidder. RCS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of RCS.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.1 Contents of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - Comply with all requirements as set out within this RFP.



Queries & Clarifications

Pre-bid Conference

RCS shall hold a pre-bid meeting with prospective bidders on the date, time & venue as mentioned in fact sheet.

All queries should necessarily be submitted in the following format:

	Document Reference & Page Number	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			

RCS shall not be responsible for ensuring that the bidders' queries have been received by RCS. Any requests for clarifications post the indicated date and time may not be entertained by the RCS.

Responses to Pre-Bid Queries and Issue of Corrigendum

The Nodal Officer notified by the RCS will endeavour to provide timely response to all queries. However, RCS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does RCS undertake to answer all the queries that have been raised by the bidders.

At any time prior to the last date for receipt of bids, RCS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the RCS website.

Such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, RCS may, at its discretion, extend the last date for the receipt of Proposals.

Contract

The contract shall be for **Five years** (unless terminated by GNCTD before that date). However, the contract may be extended for further **two year** with mutual consent on similar Terms & Conditions and maintenance cost.

Right to terminate

Right to terminate the Process



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

RFP Document Fees

RFP can be downloaded free of cost from e-Procurement portal (<https://govtprocurement.delhi.gov.in>) of Delhi Government.

Earnest Money Deposit (EMD)

- a) Bidders shall submit the EMD in the form of a Demand Draft DR Bank Guarantee/FDR issued by any nationalized bank in favor of Office of Registrar Co-operative Society, payable at New Delhi, and should be valid for 225 days from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by RCS within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

Submission of Proposals

- a) The bidders should upload the completed bids on the Delhi Government e-Procurement portal <http://govtprocurement.delhi.gov.in>.
- b) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal should be uploaded respectively.
- c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.

Registration on e-Procurement Platform

Bids must be submitted online through e-portal <https://govtprocurement.delhi.gov.in> on or before the stipulated time mentioned in the Fact Sheet. Department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam for online bids No bid will be accepted after the said date & time for submission of the bid.

Instructions to Bidders for Registration on e-Procurement Platform

- 1) In order to participate in e-procurement platform the vendor should register (if not already registered) on e-procurement platform of GNCTD after paying the registration fee of Rs.7,000/- + Service Tax in the form of Demand Draft only, in favour of Delhi e-Governance Society (DeGS).
- 2) The Demand Draft should be submitted physically at e-Procurement Cell, 6thFloor, B-Wing, VikasBhawan –II, Bela Road, near Metcalf House, Delhi.
- 3) The vendor should have class – II Digital Certificate.
- 4) The vendor can take the training on e-Procurement platform of GNCTD at e-Procurement Cell, 6thFloor, B-Wing, VikasBhawan –II, Bela Road, near Metcalf House, Delhi.
- 5) For any clarification on e-Procurement System, please contact at Help Desk number (011-23813523-24) and email e_proc@nic.in

Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal issued by the company.

Preparation of Proposal

Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RCS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

Language

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

Late Bids

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Consortium

No consortium, subletting or hiring services of other company for execution of this job shall be allowed. The bidder shall be solely responsible for the contract/agreement with RCS.

Evaluation Process

- a) RCS shall constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by RCS shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Proposal Evaluation Committee may recommend for rejection of any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- f) In case any bid is rejected by the competent authority, the concerned bidder may request RCS to disclose the reason of rejecting the bid. RCS shall convey the reason to concerned bidder.

Tender Validity

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

Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b) All responsive Bids will be considered for further processing as below.

RCS will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

4. Criteria for Evaluation

4.1. Pre-Qualification (PQ) Criteria

S. N	Basic Requirement	Specific Requirements	Documents Required
1	Turnover	<p>Average Annual Turnover during the last three financial years (as per the last published Income Statement), should be at least Rs. 5 crore.</p> <p>This turnover should be on account of ICT Software Systems Development and Implementation (i.e. revenue should be on account of System Integration/Turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only.</p>	<p>Extracts from the audited Balance sheet and Profit & Loss account;</p> <p>OR</p> <p>Certificate from statutory auditor appointed by the company</p>
2	Positive Net Worth	Positive Net Worth as on 31 st March 2015	<p>Extracts from the audited Balance sheet; OR</p> <p>Certificate from Chartered Accountant and Authorized Signatory</p>
3	Technical Capability	<p>Systems Implementation agency must have successfully completed at least the following numbers of ICT Systems Integration engagement(s) of value specified herein:</p> <ul style="list-style-type: none"> - One project of '<i>similar</i>' * nature not less than the amount INR 3 Crores; OR - Two projects of '<i>similar</i>' * nature not less than the amount equal INR 2 Crores. <p><i>* 'Similar' refers to projects having components of Software Development, Database Management and System</i></p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Authorized Signatory); OR</p> <p>Work Order + Phase completion certificate from client</p>

Basic Requirement	Specific Requirements	Documents Required
	<i>Integration projects"</i>	
3	Service Tax and Income Tax Company should have a valid Service Tax Registration and Income Tax returns and PAN card	<ul style="list-style-type: none"> ▪ Copy of Service Tax Registration ▪ Income Tax returns for last 3 financial years (till 2014-15) ▪ Audit report from CA for last 3 financial years (till 2014-15) ▪ Copy of PAN card
4	Legal Entity Firm should be a Company registered under the Indian companies act, 1956 (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 for last 3 years as on date	Certificates of Incorporation
5	Manpower Strength The Company should have at-least 30 on-roll employees involved in software development and Implementation engagement(s).	Proof of ESI/PF registration along with Declaration by HR head of the Company
6	Blacklisting Participant should not be an entity which has been black-listed by Government	Undertaking on company letter head certified by authorized signatory.
7	Geographical Presence of Form/Company The bidder should have a geographical presence of the organization with an office in Delhi / NCR or shall submit an undertaking to open office in NCR if selected	Certificate by Authorized signatory with address of Office in NCR
8	Certifications The bidder should have CMMi Level 4 certificate	Copy of certificate with the signature of authorized signatory

Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

Scoring Model

Technical Evaluation

Criteria	Basis for evaluation	Max marks	Supporting
(A) Company Profile		30	

	Basis for evaluation	Max marks	Supporting
Average Annual sales turnover from System Integration/ICT systems Development and implementation Work in the last 3 financial years (Turnover in Rs. Crores)	<ul style="list-style-type: none"> • More than or equal to 10 Crores: 25 marks • More than or equal to 9 & less than 23 Crores: 09 marks • More than or equal to 8 & less than 9 Crores: 21 marks • More than or equal to 7 & less than 8 Crores: 19 marks • More than 6 & less than 7 Crores: 17 marks • 5 to 6 Crores: 15 marks 	25	Extracts from the audited Profit & Loss account; OR Certificate from statutory auditor appointed by the company
Number of on-roll employees involved in conducting online/Computer based examination	<ul style="list-style-type: none"> • More than 50: 5 marks • 40 to 50 employees: 4 marks • 30 to 40 employees: 3 marks 	05	Proof of ESI/PF registration along with Declaration by HR head of the Company.
(B) Relevant Experience		30	
System Integration services which includes the following:	10 or more than 10 projects : 30 marks	30	Completion Certificates from the client with scope of work;
<ul style="list-style-type: none"> • Software Development and implementation/ Configuration / Integration • Network development and system commissioning (LAN/WAN) • Site preparation and IT infrastructure procurement, deployment and commissioning • Data migration and Data digitization • Technical support including 	<ul style="list-style-type: none"> 8 to 9 projects : 27 marks 6 to 7 projects: 24 marks 4 to 5 projects: 21 marks 2 to 3 projects: 18 marks 		OR Work Order + Self Certificate of Completion (Certified by Authorized Signatory with scope of work; OR

	Criteria	Basis for evaluation	Max marks	Supporting
	<p>operations, maintenance and training</p> <p>To be demonstrated in a maximum of 10 engagements (cited for evaluation) of minimum project cost of Rs. 75 Lacs.</p> <p>The work order should have been issued within the last 4 years, as on last date of bid submission.</p> <p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>			Work Order + Phase Completion Certificate (for ongoing projects) with scope of work
(C)	APPROACH & METHODOLOGY		25	
9	<p>Project Understanding</p> <p>Demonstrated understanding of the project's objectives, scope and requirements.</p>	<p>Assessment to be based on :</p> <ul style="list-style-type: none"> ▪ Demo of Software application ▪ Mobility feature of application (e.g. mobile version of application) ▪ Clarity and depth of understanding of the project's objectives, scope and requirements ▪ Risks identification and proposed mitigation plan ▪ Application deployment, integration and maintenance & support ▪ Data digitization and migration ▪ Trainings 	<p>10</p> <p>5</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p>	Presentation & Note

		Basis for evaluation	Max marks	Supporting
10	RESOURCE PROFILE		05	
	Resume of all 3 key resources including (team lead) proposed for the assignment	Qualitative assessment of manpower: <ul style="list-style-type: none"> ▪ Team Lead's Strengths (Relevant Experience) ▪ Team's Strengths 	03 02	Resumes
11	Certifications		10	
		CMMi Level 5 Certification	05	Copy of certificate
		ISO 270001	05	Copy of certificate

Those whose bids are responsive, based on minimum qualification criteria / documents as in Pre-qualification Criteria and score at least 75 marks out of 100 in the defined scoring mechanism, would be considered technically qualified. Price Bids of such technically qualified bidders shall further be opened.

Technical Selection

Price Bids of only the technically qualified bidders should be opened for evaluation.

In case payments related to operational cost to the Bidder would be made over several years, the Discounted Cash Flow (DCF) method would be used to compare different payment terms of various bidders including progressive stage payments to the Bidders so as to bring them to a common denominator for determining lowest bidder.

When to evaluate the offers received by adopting DCF method with a discounting rate in consonance with the existing government borrowing rate. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids.

Some formalities for applying DCF technique are as below:

1. Net Present Value (NPV) method would be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated in Para (5) below.

2. Discounting rate to be used under the method is to be the Government of India's lending rate on loans given to State Governments. These rates are notified by Budget Division of Ministry of Finance periodically. The latest one is Ministry of Finance OM No. F. No. 5(3)-B (PD)/2012 dated 7th January 2012 under which the borrowing rate is 9%. The State / UT should evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.

3. NPV should be calculated on the annual cash outflows.



4. Standard software for example 'Excel', 'Lotus 1-2-3' or any other spreadsheet should be used for NPV analysis.

5. The NPV should be calculated using the formula below:

$$NPV = C_0 + C_1/(1+r)^1 + C_2/(1+r)^2 + C_3/(1+r)^3 + C_4/(1+r)^4 + \dots + C_n/(1+r)^n$$

Where,

$C_0 \dots C_n$ are the yearly cash outflows as illustrated below:

- i. C_0 is the 80% of Implementation cost
- ii. C_1 is (20/n)% of Implementation cost along with Cost of Operations and Maintenance for the 1st year after "Installation"
- iii. C_2 is (20/n)% of Implementation cost along with Cost of Operations and Maintenance for the 2nd year after "Installation"
- iv. C_n is (20/n)% of Implementation cost along with Cost of Operations and Maintenance for the Nth year after "Installation"

r is the annual discounting rate as specified in Para (2) above

Technical and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of < 70% > and < 30% > respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

In the event the bid composite bid scores are tied, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5. Appointment of Successful Bidder

Award Criteria



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

10.1.1 To Accept or To Reject Any or All Proposal(s)

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

10.1.2

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

The declaration of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, RCS will notify each unsuccessful bidder and return their bids. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

10.1.3

RCS will require the selected bidder to provide an irrevocably, unconditionally Performance Bank Guarantee within 15 days from the Notification of award, for a value equivalent to 10% of the total contract. Performance Guarantee should be valid for a period of [REDACTED]. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, RCS at its discretion may cancel the order placed on the selected bidder without giving any notice. RCS shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or RCS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

10.1.4

Once RCS notifies the successful bidder that its proposal has been accepted, RCS shall enter into a contract incorporating all clauses, pre-bid clarifications and the proposal of the bidder between RCS and the successful bidder. The Service Level Agreement shall be the part of Legal Agreement/contract.

10.2 Terms and Conditions of the RFP



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

In such a case, RCS shall invoke the EMD of the most selected bidder.

6. Scope of Work

The RFP is designed to facilitate vendors to come out with the best possible solution to cater to the business requirements.

The response to the RFP should include the implementation approach and plan for business requirement analysis, design, implementation roadmap, project execution, transition, tool customization, migration of data, roll-out, training and maintenance. While responding, the vendor should consider environment setup, hardware requirements, installation, build, data migration, application development or customization, documentation, acceptance testing, training and support.

6.1.1 Brief Scope of Work

Successful bidder shall perform the following responsibilities:

Area	Brief Scope of Work
Application software development/ Customization	<p>Definition of detailed requirements is mentioned in Table below</p> <p>Preparation and approval of Functional requirements clearly depicting Data Flow Diagrams for each of the process flows in different modules.</p> <p>Preparation and approval of Architecture Documents like Business Architecture, Network Architecture, Application Architecture, Deployment Architecture along with the Security Policy</p> <p>Software Development/ Customization and installation, Configuration and Integration. Development of Mobile complaint application (website) which is easily accessible on Mobile phones.</p> <p>Testing-Unit, Functional, System, User Acceptance</p> <p>Go-Live and Operational Acceptance</p> <p>Documentation</p>
Deployment and Commissioning of infrastructure (system software, network equipment, and other utilities)	<p>Deployment of hardware meeting the requirements will be done by the successful bidder</p> <p>Deployment of network equipment meeting the requirements will be done by successful bidder</p> <p>Commissioning of above infrastructure at O/o RCS will be done by the successful bidder</p> <p>Selected bidder (SI) is expected to perform the commissioning of the servers and other required infrastructure. The software testing, deployment and commissioning will be done by the SI. SI is expected to provide the periodic reports of various stages of system commissioning.</p> <p>Bidder shall procure all third party system software licenses in the name</p>

of GNCTD. Bidder shall also ensure renewal of ATS as per periodicity during the entire contract period.

Operations & Maintenance

- Bidder shall handover RCS all upgraded software with ATS (Annual Technical Support) up to date in the name of RCS before exit.
- Operations and Maintenance
- Application Support & Maintenance
- Technology Upgrade / Refresh
- User Profiles and Account Management
- Access Control
- Information security and data privacy
- Data Digitization and Migration
- Third Party audit Certification

Training of O/o RCS employees

- User Training of around 100 employees at office of RCS
- ToT for around 10 Employees

User/training manuals

- Sensitization program for all stakeholders as per need
- Preparing training manual
- Preparation of user manuals of each and every component of the system

Detailed Scope of Work

Functional requirement:

The selected bidder shall be responsible to develop application for following functions of D/o of RCS:

S. n.	Component	Sub component	Activity
1	Audit of Societies		Audit is the examination of accounts books of a cooperative society to find out the profit and loss incurred by society during a financial year and drawing of the actual status of liability and assets. It includes valuation and verification of assets and liabilities of the society.
		Selection of Auditor	Each society will select the auditor from list of empaneled auditor. The list of auditor will be updated by office of RCS only. The system shall capture the details of all auditors and after selection of a particular auditor by a society, an intimation through SMS and email will be sent to concerned auditor. An intimation/request to RCS on behalf of society will also be sent. (All the application restrictions/rules of chapter 7 of RCS act 2007 will be pravisianed in system)
		Annual Statutory Audit	The annual audit has to be conducted by the auditor within 120 days from the date of making up the accounts which is prescribed under rule as 30th April of the Year
		Concurrent	Quarterly conducted by the Auditor in societies which are



S. n.	Component	Sub component	Activity
		Audit	having large business under rule 79 of the DCS Rules 2007
		Special Audit	Under rule 80 of the DCS rule 2007, Registrar has the power to direct for conducting special audit in certain cases
		Submission of Audit Report	The Auditor, after completion of his/her audit has to submit the hard copy of Audit Report to the office of the Registrar/authorized officer.
2	Submission of Annual Return	Request for appointment of an Auditor	<p>Every society has to submit a request to the Registrar/authorized officer of the coop department for confirming the appointment of Auditor out of the panel approved of CA's by the registrar in accordance with the guidelines of the 'turnover' prescribed by the registrar.</p> <p>Every year, within 30 days of holding of Annual General Body meeting, the managing committee of member societies shall file returns relating to its constitution, business and allied matters to the RCS department.</p>
3	Separate login for all societies		<p>Every registered society shall be provided with a login where they will regularly update required details. After registration of society, system will generate the login for registered society.</p> <p>With this module, societies will perform following activists:</p> <ul style="list-style-type: none"> • Details of Society and all the members • Record of all required and relevant document • Application for Amendment of Bye Laws/Change of Name/Change in liability etc. • Details of First General Meeting, Annual general Meeting and Special General Meeting • Minutes of General Body Meeting <p><i>On login after being registered, society can only view its previous submitted details but can't modify (however, for any modification the member society will have to contact the RCS Computer branch for any changes). The computer branch will only have the right of modification through its 'Administrator login'</i></p>
4	Society Registration Module		As per provisions of Section 11 of DCS Act, every cooperative society may make its Bye-laws before applying for Registration consistent with the provisions of this Act and the Rules made thereunder.

S. n.	Component	Sub component	Activity
		Online application	<p>The society should be given option to submit the online application for Society registration and scanned copy of all relevant document should also be uploaded by applicant.</p> <p>The system should have provision for registration of all types of societies (as per RCS Act 2007)</p> <p>The applicant shall digitally sign the application form</p>
		Disposal of application	The Registration certificate will be issued online by RCS. The certificate will also be digitally by registrar. The applicant can also collect the physical (signed) copy of the same from RCS office.
		Annual General Body Meeting	Details of AGMs and minutes of AGM shall be uploaded in this section
		Register of Society	The system will maintain the register of registered societies (as per the provision of RCS Act)
		Refusal of registration	In case if Registrar refuse to register the register the society, a message should be sent concerned applicant through SMS.
		Amendment of Bye Laws/Change of Name/Change in liability	The system shall have the provision to submit the amended bye-laws by the societies. After submission, the amended bye-laws should be sent to registrar's login for approval. The Registrar will review and accordingly approve/disapprove the amendments.
		Settlement of Disputes	
5	Admin Module		<p>An Admin section shall be developed with following permission:</p> <ul style="list-style-type: none"> To change the society registration details, status of Member Societies (Functioning/Non-Functioning) and restrict their accesses. To change the CA registration details, status of CA's (working/Non-working) and restrict their accesses. To change the Arbitrator registration details, status of Lawyer (Working/Non-working) and restrict their accesses. To send the individual or group mails (Society, CAs, Lawyers, Zonal Users etc.)

S. n.	Component	Sub component	Activity
6	Election		<p>Committee or Board of a co-operative society is responsible to conduct of election of its successor Committee. The Society send a request to registrar for appointment of Returning Officer for conducting the 'Election' and registrar appoints a returning officer for the same.</p> <p>Returning officer conducts the election and after counting of votes, declare the result. Returning officer sends a copy of result to registrar along with the report.</p> <p>The module shall contain the details and process related to election of society.</p>
7	Role Based MIS		A Role based MIS will be made available. However the SI shall provide the customized report as and when required by the department.
8	Recovery Module		<p>It is basically used for Management of recovery amount due and received from defaulters of Cooperative banks and societies with following processes wherein 5% as execution charges of recovery amount is submitted into execution and settlement fund of RCS office. This section covers:</p> <ul style="list-style-type: none"> • Entry of recovery cases • Entry of due amount of defaulter • Entry of amount recovered amount from defaulter • Balance amount of defaulter • Recovery statement of cases
9	Legal case module		<p>Legal case module will take care all the legal cases pertaining to the office of RCS. The module will have the following features:</p> <ul style="list-style-type: none"> • Keep record of all cases • Due date of cases • Status of cases • Intimation to concerned parties about the status of cases

Non Functional Requirements:

S.N.	Parameters	Description
1	Scalability	<p>The architecture proposed should take care of high volume critical applications.</p> <p>System maximum user concurrency shall be easily upgradeable through hardware enhancement; This hardware enhancement shall</p>

		be in the form of both identified hardware upgrades of existing equipment that have the potential to be upgraded (vertical scaling) and also by way of adding new servers (horizontal scaling).
2	Availability	<p>Web application has to be deployed on the load balanced cluster. The web servers will be configured in Active / Passive mode.</p> <p>High availability for the databases can also be achieved in following ways:</p> <ol style="list-style-type: none"> 1. By putting two database servers configured in an active/passive server cluster configuration. 2. As the failover uptime requirement is high, it's suggestive to have near real time replication with DR site.
3	Extensibility	The design of the software should allow for easy addition of new functionality. This extension of functionality or features should be with minimal changes to the existing software.
4	Performance	The performance of the application is expected to be monitored on an ongoing basis. This will help to forecast the traffic/data load for the future. This will serve as input to scale up the existing infrastructure.
5	User Friendly GUI	The GUI of the application should be user friendly, intuitive and rich with features.
6	Language	<p>Application should be multilingual.</p> <p>However, system to be designed in fashion so as to support any language does not require recompilation.</p>
7	Security	<p>Security has to be an important design consideration. The system must address following:</p> <ul style="list-style-type: none"> ▪ Authentication ▪ Authorization ▪ DoS attack ▪ SQL Injection ▪ Data Tampering and other ways to security threat
8	Role Based Access Management and Data Access Restrictions	<p>System functionality access will be provided at the role and location level</p> <p>In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to.</p>
9	Other design considerations	<ul style="list-style-type: none"> ▪ Reduce the number of clicks of the forms & automatic replication of similar data ▪ Use of Simple language in the application and appropriate typography for accessibility of the content ▪ Automatic de-duplication of data, wherever the data is same ▪ One click validation of data forms and to pass on to next level ▪ Images used should be light and of the type jpeg, gif, png. ▪ Must provide meaningful alternate descriptions for non-text elements

- 10 **SLA monitoring Tool** ▪ The selected bidder shall also provide the SLA monitoring tool to monitor the SLAs.

Indicative Central IT Infrastructure for RCS

The selected bidder will ensure the high accessibility & availability of software application. To ensure the same and achieve the objective, selected bidder is expected to consider the below mentioned indicative infrastructure with minimum specification. However, the performance of selected bidder will be measured on the basis of SLAs.

S.N	Component	Quantity	Specification
1	Application/Web Server	1: Non-critical Applications 2: Critical Applications	Mentioned Below
2	Database Server	1	Mentioned Below
3	Storage	1: SAN/NAS Based	Mentioned Below
4	Racks	1 – 19" 42U racks	Mentioned Below

1. It is assumed that firewall, IPS, switch, Antivirus software, backup software, UPS etc. is already existing.
2. Specifications provided are for high-end server. Depending upon transactional requirement, medium end servers can also be taken
3. Application is to be hosted at NIC Delhi data Center.

A. Application / Database Server

#	Parameter	Minimum Specifications
1.	Processor	Latest series/ generation of 64 bit x86/RISC/EPIC/CISC processors with Four (or higher) Cores. (Minimum 2 processors per each blade/server)
2.	RAM	Minimum 64 GB Memory
3.	Internal Storage	300 GB SAS / SATA (15k rpm) disk
4.	Network interface	Dual Integrated 10 Gigabit Ethernet ports (Minimum 2 Integrated 10 Gigabit Ethernet ports) Optional : Fiber channel adapter (if required)
5.	Power supply	Dual Redundant Power Supply
6.	RAID support	As per requirement/solution
7.	Operating System	Licensed version of 64 bit latest version of Linux/ Unix/Microsoft®

	Windows based Operating system, matching with the processor(s)
7. Form Factor	Rack mountable/ Blade
9. Virtualization	Shall support Industry standard virtualization hypervisor like Hyper-V, VMware and Citrix.
16. Storage Solution	

#	Parameter	Minimum Specifications
1	Solution/Type	<ul style="list-style-type: none"> Bidder is expected to provide NAS / SAN / Unified storage solution (via IP based and/or FC based networking) meeting benchmark performance parameters specified in SLA Solution proposed should yield low cost per TB, while meeting the performance parameters
	Storage	<ul style="list-style-type: none"> Disks should be preferably of 3 TB minimum per disk The storage design must be based on the expected data volume from the project, including the expansion requirement of 5 years (System capable of scaling vertically (Controller) & horizontally (disk capacity))
3.	Hardware Platform	<ul style="list-style-type: none"> Rack mounted form-factor Modular design to support controllers and drive expansion
4	Software Platform	Must include backup/archive application portfolio required
5	Connectivity	<ul style="list-style-type: none"> The Storage System shall be capable of providing 1 GbE, 10 GbE, iSCSI, Fiber Channel IP, and 10 GB Ethernet connectivity.
	Controllers	<ul style="list-style-type: none"> Atleast 2 numbers of Controllers in active/active mode The controllers / Storage nodes should be upgradable seamlessly, without any disruptions / downtime to production workflow for performance, capacity enhancement and software / firmware upgrades.
	RAID support	<ul style="list-style-type: none"> Hardware based RAID support, should support various RAID levels (RAID 5 minimum)
	Redundancy and High Availability	<ul style="list-style-type: none"> The Storage System should be able to protect the data against single point of failure with respect to hard disks, connectivity interfaces, fans and power supplies

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|------------------------|---|
| 9. Management software | <ul style="list-style-type: none"> • All the necessary software (GUI based) to configure and manage the storage space, RAID configuration, logical drives allocation, snapshots etc. • A Single command console for entire storage system • Should also include storage performance monitoring and management software • Should provide the functionality of proactive monitoring of Disk drive and Storage system for all possible disk failures • Should be able to take "snapshots" of the stored data to another logical drive for backup purposes |
| 10. Data Protection | <ul style="list-style-type: none"> • The storage array must have complete cache protection mechanism either by de-staging data to disk or providing complete cache data protection with battery backup for up to 4 hours |
| 11. Retrieval time | <ul style="list-style-type: none"> • Retrieval time for any data stored should be max. 4 hours for critical data & 8 hours for other data. |

Design & Architecture

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|----|--------------------------|--|
| 1. | Disaster Recovery centre | System should have provision to setup the Disaster Recovery centre (DRC). |
| 2. | Customization | System should be customizable to address the stated user needs and future requirements that may arise |
| 3. | Security | System should be secure and feature an Intelligent Log-in & Log-out facility. The same user should not be able to Log-in simultaneously at different machines. |
| 4. | Messaging /SMS Interface | System software should be able to send Message to various stakeholders. |
| 5. | User Friendliness | The application GUI should be user friendly for ease of operation. System software should have a single comprehensive inbuilt Help file with user friendly search facility |
| 6. | Multi-Language | System should be able to support multi-language. It should be possible to easily switch between Local Language (Hindi) and English. |

C. Server Rack at Data Centres (Caged)

- 19" 42U racks mounted on the floor
- Floor Standing Server Rack – 42U with Heavy Duty Extruded Aluminum Frame for rigidity. Top cover with FHU provision. Top & Bottom cover with cable entry gland plates. Heavy Duty Top and Bottom frame of MS. Two pairs of 19" mounting angles with 'U' marking. Depth support channels – 3 pairs. With an overall weight carrying Capacity of 500Kgs.
- Front and Back doors should be perforated with atleast 63% or higher perforations.
- All racks should have mounting hardware 2 Packs, Blanking Panel.

- Stationery Shelf (Minimum 2 sets per Rack)
- All racks must be lockable on all sides with unique key for each rack
- Racks should have Rear Cable Management channels, Roof and base cable access
- Wire managers
 - Two vertical and four horizontal
- Power distribution Unit (2 per rack)
 - Power Distribution Unit – Vertically Mounted, 32AMPS with 25 Power Outputs. (20 Power outs of IEC 320 C13 Sockets & 5 Power outs of 5/13Amp Sockets), Electronically controlled circuits for Surge & Spike protection, LED readout for the total current being drawn from the channel, 32AMPS MCB, 3KVAC isolated input to Ground & Output to Ground
- Door
 - The racks must have steel (solid / grill / mesh) front / rear doors and side panels. Racks should NOT have glass doors / panels.
 - Both the front and rear doors should be designed with quick release hinges allowing for quick and easy detachment without the use of tools.
- Fan trays
 - Fan 90CFM 230V AC, 4" dia (4 Nos. per Rack)
 - Fan Housing Unit 4 Fan Position (Top Mounted) (1 no. per Rack) – Monitored – Thermostat based – The Fans should switch on based on the Temperature within the rack. The temperature setting should be factory settable. This unit should also include – humidity & temperature sensor
- Metal
 - Aluminium extruded profile
- Side panel
 - Detachable side panels (set of 2 per Rack)
- Width
 - 19" equipment mounting, extra width is recommended for managing voluminous cables

Database Licenses

- Bidder needs to provide Licensed RDBMS, enterprise/full version as required for the proposed Surveillance System and following all standard industry norms for performance, data security, authentication and database shall be exportable in to XML.

6.2.4. Data Digitization and Migration

The successful bidder shall prepare a strategy for data migration and digitization after discussion with RCS and get the same approved by RCS.

The successful bidder shall be required to perform a digitization and 100% migration of data without any data loss. It is the responsibility of the successful bidder to identify the quantum of data which needs to be digitized / migrated.

The successful bidder shall conduct integration testing of the entire system once before data migration and once after data migration & subsequently before Go-Live.

During the Data Quality Assessment and review by Purchaser or any external agency, any corrections required shall be identified in the data digitized by the successful bidder, and the successful bidder shall correct and re-submit the data.

Supplier should prepare and submit report on Data Migration and Digitization.

6.2.5. Third Party Certification

The application has to be free from any security threat and the Supplier shall have to produce the third party audit certification for the same.

Further, the Supplier shall get the third party certification from the CERT-IN empanelled agency (Approved by RCS and DIT, GNCTD) and shall submit the testing certificate to RCS. (Please note that the cost of certification shall be borne by the Supplier) before Go-Live of the application. The cost would be reimbursed as per actual expenses by RCS.

In addition Purchaser at its own cost may also engage any other third party agency and get the application tested. Supplier has to provide full support for this activity

Information security and data privacy

The successful bidder will be responsible for providing secure systems. The appropriate safeguards within the hosting environment should include the use of encryption software and unique passwords and IDs to protect data's confidentiality, integrity, and availability.

The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices

The successful bidder shall provide the documentation of IP and Subnet Addressing Scheme, Routing Tables and ACL deployed for Intranet.

The successful bidder shall also be responsible for documenting all device configurations such as firewall, routers, etc.

- The Supplier shall be responsible for ensuring overall information security of the system, including but not limited to:

- Web Portal
- Application software
- System Software
- Support Software

Data
Information, etc.

- The successful bidder shall be responsible for the regular update of the security policy as formulated during project development/ customization phase.

Go-Live and Operational Acceptance

After successful pilot completion, necessary changes in the System and Software Certification shall Go-Live at the remaining locations.

The bidder should submit a report for obtaining OPERATIONAL ACCEPTANCE after the Go-Live. The report should include following:

- All required activities for the project delivered by the Supplier and accepted by the Purchaser
- All required System functionality for the project delivered by the Supplier and accepted by Purchaser
- All required documentation for the project prepared by the Supplier and accepted by purchaser
- All required training for the project imparted by the Supplier and accepted by Purchaser
- All identified shortcomings/defects in the Systems have been addressed to Purchasers complete satisfaction
- All the required Project Documents (manuals, SOP, etc.) have been submitted and accepted by the Purchaser
- No. of user that have access to the System and are using the System for the respective functional areas

Intellectual Property Rights

The bidder should have sole ownership of developed and customized software so that necessary customization/development and updation shall be performed during entire contract period.

At the end of exit, bidder shall handover latest updated copy of application software along with source code for non-commercial self-use.

Infrastructure Compliance Review

Authorized agency may perform the Infrastructure Compliance Review to verify the conformity of infrastructure (both IT, non IT, hardware & Network infrastructure) provided by the vendor(s) against requirements provided in the RFP and/or as proposed in the proposal submitted by the vendor(s).

Annexes & Timelines

Deliverables

No.	Project Activity	Deliverables
1	Signing of Agreement	Signed agreement
2	User Requirement Specification/ Systems Requirement Specification	URS and SRS Document
3	System Architecture	Network Architecture Documents
		Application Architecture Documents
		Deployment Architecture Documents
5	Coding/Customization and Testing	Coding Artefacts / Customization Reports
		Code Review Reports / Completion Status Reports
6	Deployment and Installation	Deployment Strategy, Deployment Reports and Installation Reports
	User Acceptance Testing	Testing Reports
7	Commissioning and Go Live	Commissioning Reports
		Go – Live Status Reports
8	User Trainings	User Manuals and Training Manuals

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Project Timelines & Schedule

Project Activity	Timeline (Weeks)	Timeline (in weeks)																					
		W T	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W
Signing of Agreement	T																						
URS	T+5																						
SRS	T+6																						
System Architecture & design	T+6																						
Coding/Customization and Testing	T+16																						
Deployment and Installation	T+18																						
User Acceptance Testing	T+21																						
Commissioning and Go Live	T+22																						
User Trainings	T+22																						

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8. Payment Schedules

S. No	Project Stage	Deliverable	% Payment
1	URS, SRS, System Architecture & design	<ul style="list-style-type: none"> Approved URS, SRS document by department Approved System Architecture & design document by project manager of SI 	10% of implantation cost
2	Deployment and Installation (Hardware and Software]	Report by inspection Team appointed by RCS	30% of implantation cost
3	User Acceptance Testing, Commissioning and Go Live	Report duly accepted by user group nominated by RCS	30% of Implantation cost
4	User Trainings	Training Completion report	10% of implantation cost
5	Operationalization and maintenance	Quarterly report on O&M part	1% of implantation cost and quarterly payment pertaining to that quarter for 20 quarters

9. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, RCS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, RCS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process

for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RCS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RCS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of RCS in relation to any matter concerning the Project;

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

Service Level Agreements (SLAs)

	Service Provider	Service Levels (Timeline)	Violation of Service Level
System up time	SI	> = 97%	1% of the quarterly Payable amount for every 0.5% less availability up to 92%. Below 92% shall not be acceptable and contract may also be terminated.
System resumption in case of breakdown (unplanned outage)	SI	Within 8 working hours	Rs. 50,000 for each working day over and above permitted hours.
Category A Technical issue resolution through Onsite / near onsite facility	SI	Within 2 working hours	Rs. 5,000 for each working day over and above permitted hours.

Category B Technical issue resolution through Onsite / near onsite facility	SI	Within 4 working hours	Rs. 5,000 for each working day over and above permitted hours.
Category C Technical issue resolution through Onsite / near onsite facility	SI	Within 8 working hours	Rs. 5,000 for each working day over and above permitted hours.
Data Migration	SI	Error rate for entire data migrated should be less than 0.5%.	If data error rate is > 0.5%, Penalty of Rs. 50,000 will be levied upto 1% and for > 1% Rs. 200000 for every 0.5% error rate.
Development, Deployment and Testing of Application	SI	As per timelines mentioned in this RFP.	Rs. 50,000 for every month of delay.
Delivery of Reports / deliverables (documents)	SI	As per timelines mentioned in this RFP.	Rs. 30,000 for every 15 days of delay for each such document.
Non-Functional Requirements Adherence	SI	As per the of Non - Functional Requirements mentioned in this RFP.	For Non-adherence to non-functional requirements, a penalty of 2% of the total contract value will be levied and the additional cost of adhering to them will be borne by the system integrator.

11. Force Majeure

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

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

The bidder or RCS shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by RCS or Six months after the beginning of the exit management period, whichever is earlier.

B. Confidential Information, Security and Data

System Integrator will promptly on the commencement of the exit management period, supply to the RCS or its nominated agencies the following:

- i. Information relating to the current services rendered and data relating to the performance of the Wi-Fi service providers; Documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- ii. Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Si in a readily available format.
- iii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the RCS and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to RCS or its nominated agencies, or its Replacing Vendor (as the case may be).

C. Employees

Promptly on reasonable request at any time during the exit management period, the RCS shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to RCS a list of all employees (with job titles and communication address) of the SI, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the SI, RCS or Replacing Vendor may make an offer of contract for services to such employee of the SI and the SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the RCS or any Replacing Vendor.

D. Rights of Access to Information

At any time during the exit management period, the SI will be obliged to provide an access of information to RCS and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, live data, policy documents or any other material related to the Project.

Exit Management Plan

SI shall provide RCS with a recommended exit management plan ("Exit Management Plan") within 180 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

Plans for the communication with such of the SI, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;


Plans for provision of contingent support to the Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.

SI shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.

Each Exit Management Plan shall be presented by the SI to and approved by RCS or its nominated agencies.

During the exit management period, the SI shall use its best efforts to deliver the services.

Payments during the Exit Management period shall be made in accordance with the Terms of Payment Plan.


A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution Delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, RCS shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to RCS for, inter alia, the time, cost and effort of RCS including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to RCS hereunder or otherwise.




Appendix I: Pre-Qualification & Technical Bid Templates

Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
2	Particulars of the Bidders	As per Form 2	Yes / No	
3	EMD	Demand Draft / Bank Guarantee	Yes / No	
4	Turnover	Extracts from the audited Balance sheet and Profit & Loss account; OR Certificate from statutory auditor appointed by the company	Yes / No	
5	Technical Capability	Completion Certificates from the client; OR Work Order + Self certificate of Completion (Certified by Authorised Signatory)	Yes / No	
6	Service Tax and Income Tax	<ul style="list-style-type: none"> ▪ Copy of Service Tax Registration ▪ Income Tax returns for last 3 financial years (till 2012-13) ▪ Audit report from CA for last 3 financial years (till 2012-13) 	Yes / No	
7	Legal Entity	Certificates of Incorporation	Yes / No	
8	Manpower Strength	Proof of ESI/PF registration along with Declaration by HR head of the Company	Yes / No	
9	Blacklisting	Undertaking on company letter head certified by authorized signatory.	Yes / No	
10	Geographical Presence of Form/Company	Certificate by Authorized signatory with address of Office in NCR	Yes / No	
11	Certifications	Copy of ISO-27001 certificate with the signature of authorized signatory	Yes / No	

Announcement

 In Sought	Details to be Furnished
Name and address of the bidding Company (Corporate office)	
Local address of the bidding Company (In NCR)	
Incorporation status of the firm (public limited / private limited, etc.)	
Year of Establishment	
Date of registration	
ROC Reference No.	
Details of company registration	
Details of registration with appropriate authorities for service tax	
Name, Address, email, Phone nos. and Mobile Number of Contact Person(s)	



3. Compliance Sheet for Technical Proposal

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal

Q

Annex 4: Letter of Proposal

To

Subject: Submission of the Technical bid for **Workflow automation of office of RCS**for RCS, GNCTD

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to RCS on **Workflow automation of office of RCS** with your Request for Proposal dated < insert date > and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed.

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

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

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

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

Yours sincerely,

Authorized Signature *(In full and initials)*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____



Appendix II: Financial Proposal Template

Form S: Covering Letter

To

Subject: Submission of the Financial bid for **Workflow automation of office of RCS**for RCS

Dear Sir/Madam,

We, the undersigned, offer to provide the services/solution for **Workflow automation of office of RCS**in accordance with your Request for Proposal dated <<Date >> and our Proposal (Technical and Financial Proposals). This amount mentioned in Financial proposal is inclusive of the local taxesexcept the Service Tax.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxesexcept the Service Tax. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.


2. TENDER PRICING

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

3. QUALIFYING DATA

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

4. PERFORMANCE BANK GUARANTEE

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

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

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

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

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



Annex 6: Financial Proposal

To,

Date

Location

Dear Sir,

I/We hereby submit our price bid for **Workflow automation of office of RCS.**

Summary of Costs

A. Implementation Cost

Component	Cost	
	In Figure	In Words
Application Software development/customization, Implementation, training		
Hardware, System Software, Network along with installation		
Data digitization, migration		
Total		

B. Operational and maintenance cost:

Operational and maintenance cost including human resource, ATS, Telecommunication & bandwidth expenses, data centre charges etc in Rs (In Figure) (In Words)	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year

**This will include all project related cost including project management, project team, travel, out packet expenses and all other miscellaneous expenditures*

Appendix III: Template for PBG

1. Performance Bank Guarantee

To,

WHEREAS _____ (Name of bidder) has undertaken, Agreement No. _____ dated, _____ 2015 _____ (Description of Services) hereinafter called "the Agreement".

AND WHEREAS it has been stipulated by you in the said Agreement that the agency/firm/company selected shall furnish you with a bank Guarantee by a nationalised bank for the sum specified therein as security for compliance with the performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the agency/firm/company a guarantee:-

THEREFDRE WE (Name of the Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of firm (herein after referred to "the Second Party" up to a total of _____ (Amount of the guarantee in Words and Figures) and we herebyabsolutely undertake to immediately pay you, upon your first written demand declaring the Second Party to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____.


This bank Guarantee shall be **irrevocable, unconditional** & shall incorporate in accordance with the laws of India.

We represent that this Bank Guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

Date Signature and Seal of Guarantors

Address:

_____ 

Appendix VI: List of Stakeholder

<<To be inserted>>

