

**Request for
Proposal
for
Selection of
Implementation Partner
for
E-governance Project in
School Education
Department, Punjab**

RFP Number:- DGSE/2017-18/24

Issuer:-

Director General School Education, Punjab
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Sarva Siksha Abhiyan (SSA), Punjab

Abbreviation

GIS	Geographical Information System
SSA	Sarva Siksha Abhiyan
SPD	State Project Director
EMD	Earnest Money Deposit
IT	Information technology
IP	Implementation Partner
MIS	Management Information System
PBG	Performance Bank Guarantee
PMIS	Project management information system
RFP	Request For Proposal
SLA	Service Level Agreement
TCV	Total Contract Value
UAT	User Acceptance Testing
OEM	Original Equipment Manufacturer

1.0 DOCUMENT CONTROL SHEET

S. No	Particular	Details
	Document Reference Number	DGSE/2017-18/24
	Last Date and Time for submission of Queries	25 th December 2017 till 1500hrs
	Date and Time for Pre-Bid Meeting	26 th December 2017 at 1100hrs
	Last date and time for submission of bids	8 th January 2018 till 1700 hrs
	Date and time of opening of Pre-Qualification	9 th January 2018 at 1100 hrs
	Date of Opening of Technical Bid & Presentation	10 th January 2018 at 1100 hrs
	Date of Opening of Commercial bids	12 th January 2018 at 1100 hrs
	Address for Communication	Director General of School Education 5th Floor, VidyaBhawan, E-Block Phase-8, S.A.S. Nagar (Mohali) Contact No. –, 5212318 Email: hoicttech@gmail.com
	Location of tender document	Tender document can be downloaded from the website :- etender.punjabgovt.gov.in & www.ssapunjab.org
	Cost of RFP document & Mode of Payment	Rs. 1,000/- (Rs. One Thousand Only) through online mode.
	Earnest Money Deposit (EMD) through online mode	Rs. 1,00,000/- (Rs. One Lac Only)
	Website for RFP Reference	etender.punjabgovt.gov.in and www.ssapunjab.org

For participating in the above e-tendering process, the Vendors shall have to get themselves registered with etender.punjabgovt.gov.in and get user ID and Password. Class-3 Digital Signature is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process please contact on 9257209340/ 8045628821/0172-3934667.

CONDITIONS:

- Interested bidders can purchase the tender document online from website.
- Tender processing fee to ITI shall be strictly paid through online mode (IPG/ Net Banking). Other mode of payment will not be considered.
- Bidders/ Contractors, who wish to submit online tender can access tender document from the website, fill them and submit the completed tender document into Electronic Tender on the website itself. Bidders / Contractors shall attach scanned

copies of all the paper, i.e. Earnest Money deposited, Tender Form Cost, Processing Fee & the certificates as required in Eligibility criteria.

4. Corrigendum / Addendum / Corrections, if any will be published on the website only.
5. If the date of opening of tender happens to be a holiday then the tender will be opened on the next working day.

Note: -

The prospective bidders have the option to download the tender document from www.etender.punjabgovt.gov.in. They have to pay non-refundable fee of Rs.1000/- (One Thousand only) and Processing Fees through online mode only (IPG/ Net Banking). The payments of Tender form fee and EMD through online mode should be submitted before last date,

failing to which bid of respective bidders would not be opened.

If cost of the Tender Document & EMD are not paid as per above, the bid will be rejected out rightly.

Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in e-procurement portal (<http://etender.punjabgovt.gov.in>).

Authorized Signatory

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1 Preface

- 1.1 This Request for Proposal (RFP) is being released by **Sarva Siksha Abhiyan (SSA), Punjab** a society under the aegis of Department of School Education, Government of Punjab.
- 1.2 The purpose of this document is:
- To provide an overview of the e governance Project for department of school education.
 - To list out the various activities and scope of the project.
 - To elicit proposals from competent and eligible Companies/Organizations for undertaking this project as implementation partner.
- 1.3 Through this RFP, SSA invites responses from those organizations interested in participating in the e governance project to bid for provision, implementation and support of various IT enabled services in the Govt. schools of Punjab as described in this document.
- 1.4 This RFP is not an offer by the SSA but an invitation for obtaining bidder response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of department with the preferred/successful bidders.

2 About Department of School Education

- 2.1 Sarva Shiksha Abhiyan overall goals include universal access and retention, bridging of gender and social category gaps in education and enhancement of learning levels of children. SSA provides for a variety of interventions, including inter alia, opening of new schools and alternate schooling facilities, construction of schools and additional classrooms, toilets and drinking water, provisioning for teachers, periodic teacher training and academic resource support, textbooks and support for learning achievement. These provisions need to be aligned with the legally mandated norms and standards and free entitlements mandated by the RTE act.

The new law provides a justifiable legal framework that entitles all children between the age of 6-14 years free and compulsory admission, attendance and completion of elementary education. It provides for children's right to an education of equitable quality, based on principles of equity and non-discrimination. Most importantly, it provides for children's right to an education that is free from fear, stress and anxiety.

3 Scope of Work

The scope of the work includes the following broad components:

3.1 The Department of School Education requires an application supporting both android and web interface covering following components. Tentative scope of work with some of the modules are listed below :-

- 3.1.1 Grading of schools and GIS mapping,
- 3.1.2 Online modules for service matters of staffs.
- 3.1.3 Leave management of staff.
- 3.1.4 Grants and funds management.
- 3.1.5 Real time capturing of school inspection reports.
- 3.1.6 Continuous comprehensive evaluation (CCE) of students.
- 3.1.7 Syllabus distribution and Period allotment management.
- 3.1.8 Mid Day Meal Monitoring.
- 3.1.9 Teacher trainings Management

The above modules are tentative in nature and scope or work can be increased/decreased or modified as per requirement of department time to time. The changes in the scope of work will mutually be framed and timelines for completion of modules will also be decided accordingly.

On-site Support: The company will provide on-site support for understanding the department needs, designing the concept note, framing timelines for completion of tasks and troubleshooting the

- 3.1.10 The IP partner will have to study, develop and implement any new module as and when proposed by the department of School Education during the contract period with existing terms and conditions. No extra payment will be made for any new concept/module proposed by the School Education Department during contract period.
- 3.2 The department of school education is successfully running web based school management system in all govt. and private schools. The system covers student profile, staff profile and school infrastructure. The web portal is hosted at State Data Center maintained by Dept. of Governance Reforms, Punjab. Detail of hardware is placed at annexure "Hardware". Integration of New mobile application, wherever is required, will be made with existing system i.e epunjabschool.gov.in web portal. The IP will recommend the expansion or up-gradation of existing hardware if required for implementation of new modules/software. Any bidder who wishes to understand the existing system may visit MIS Wing of DGSE Office.
- 3.3 Training: The IP will give training to nearly 150 staff members from department at district headquarters or at head office. However, the infrastructure required for training will be provided by department.
- 3.4 Three-year support: The bidder is also required to provide three years support for the entire hardware configuration and application software.
- 3.5 **NOTE**
- a) All hardware/hosting services will be provided by the department.
 - b) The department of school education has its own web-portal (www.epunjabschool.gov.in) which contains a large amount of data related to teachers, students and school infrastructure. New system will has to be integrated with existing portal and changes, if required, will be made by the IP.
 - c) The system should be designed in such a way so as to ensure that loss of data is minimized due to network drop-outs.
 - d) Automatic refreshing of data at specific intervals which should be refreshed from the database and shall not require any user's intervention.
 - e) The system should be capable to provide user driven data archiving capability with support for flexible archiving period and selected tables.
 - f) The successful bidder is further required to have extensive interactions and discussions with School(s) during the various stages of the project for the successful implementation. The successful bidder will be further required to follow all stages of system design life cycle namely feasibility study/ proposal for change, conceptualization, requirement study of existing system and gathering of information, system analysis, system design including reports and returns, system development, testing, implementation, deployment, feedback and rectification and subsequent maintenance.
 - g) Linkages among modules: There should be proper linkages between different modules so that interrelated and inter dependent activities are

seamlessly connected. Output of one module should be an automatic input/output for other interconnected modules.

- h) The system should be ready to be integrated with applications/ software launched by Govt. of India time to time.

3.6 Report Generation:

- 3.6.1 The MIS should be able to generate the reports both at local level and at Head Office level. The system should be able to generate, but not limited to the following reports:-

- ❖ Class wise and consolidated Year wise enrolment for each school
- ❖ Pass & Fail percentage for every school for every year
- ❖ Attendance analysis for staff & student
- ❖ Syllabus
- ❖ Fund utilization Analysis
- ❖ Student-Teacher ratio Analysis
- ❖ Comparison of Academic results
- ❖ Gradation Completion rate
- ❖ UDISE reports
- ❖ Teachers shortfall and deployments
- ❖ Analytical reports based on information captured through this system.
- ❖ Any other report required by the department time to time.

3.7 Project Objective

- 3.7.1 Enable improvement in quality of learning Improve efficiency of school administration and governance of schools
- 3.7.2 Improve service delivery of school education department to the key stakeholders including students, parents, community, teachers, and schools
- 3.7.3 Access to near real-time and better quality data for decision support.

3.8 Source Code and IPR

- 3.8.1 The ownership of source code of all applications developed for systems shall be transferred to SPD, SSA Punjab. SPD, SSA, Punjab shall have all rights on Software, Source Code and related documentation for its unlimited, unrestricted use within the State of Punjab at unlimited number of locations, machines, computers, gadgets etc.

3.9 Implementation Scope of New Modules

- 3.9.1 The implementation scope of the new modules proposed here in the tender document & required during the contract period shall go through the following steps.

Project Planning & Management

Project is a geographically spread initiative involving multiple stakeholders. Successful implementation ultimately depends on all its stakeholders, the role of IP is very critical. Hence IP is required to design and implement a

comprehensive and effective project planning and management methodology together with efficient and reliable tools.

Project planning exercise shall essentially commence with the start of the project, however, project management exercise shall commence at the start of the project and shall continue till the O&M phase of the project. During the project implementation, the IP shall report to the Tendering Authority, on following items:

- (a) Results accomplished during the period
- (b) Cumulative deviations to date from schedule of progress on milestones as specified in this RFP read with the agreed and finalized Project Plan
- (c) Corrective actions to be taken to return to planned schedule of progress
- (d) Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of the Implementation Agency
- (e) Other issues and outstanding problems, and actions proposed to be taken
- (f) Interventions which the IP expects to be made by the Tendering Authority and / or actions to be taken by the Tendering Authority before the next reporting period
- (g) Progress reports would be prepared by IP on a monthly basis. These reports may be required to be shared with Tendering Authority
- (h) Change Control mechanism
- (i) Issue management to help identify and track the issues that need attention and resolution from the State
- (j) Scope management to manage the scope and changes through a formal management and approval process
- (k) Risk management to identify and manage the risks that can hinder the project progress.

Sign off Deliverable/ Exit Criteria

Project Plan

Periodic Reports on on-going basis

System Study & Design

The IP shall carry out a detailed systems study to prepare/refine the Functional Requirements Specifications and formulate the System and Software Requirements Specifications documents incorporating the functional specifications and standards provided by the Tendering Authority.

The IP should prepare a detailed document on the implementation of project with respect to configuration, customization, extension and integration as per the requirement of State.

As part of the System Study, the IP shall be responsible for preparation of a comprehensive System Study document by studying the legislation, business processes and organization design of the State.

The IP shall perform the detailed assessment of the functional requirements, MIS requirements and prepare FRS report, as part of the System Study document incorporating list of additional features that shall result in further improvement in the overall application performance for consideration of the Tendering Authority.

Project documents include but are not limited to the following:

- (a) Detailed Project Plan
- (b) Detailed System Study Report
- (c) FRS document (As per RFP)
- (d) SRS document
- (e) HLD documents
- (f) Logical and physical database design
- (g) LLD documents
- (h) Application flows and logic.
- (i) All Test Plans

- (j) Change Management and Capacity Building Plans
- (k) Training and Knowledge Transfer Plans
- (l) Issue Logs

The IP shall submit a list of deliverables that they shall submit based on the methodology they propose. The IP shall prepare the formats/templates for each of the deliverables upfront based upon industry standards and the same will be approved by Tendering Authority prior to its use for deliverables.

All project documents are to be kept up-to-date during the course of the project. The IP shall maintain a log of the internal review of all the deliverables submitted. Soft copy of logs shall be submitted to Tendering Authority on regular basis.

Preparation of Application Design

IP shall prepare Detailed Design documents which will include:

- (a) Technical Architecture Document (Application, Network, and Security)
- (b) The available IT infrastructure available at state shall be a part of the document
- (c) Gap infrastructure
- (d) High Level and Low Level Design
- (e) Database architecture, including defining data structure, data dictionary as per requirements of data storage.

Sign off Deliverable/ Exit Criteria

All documents mentioned under this section

Development & Customization

IP shall design and develop the application as per the FRS and SRS (finalized by Tendering Authority).

Development of role based, workflow driven Web based IT Application customized as per the requirement of Tendering Authority and other stakeholders.

Single-Sign On

The application should enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the services in the same session.

Scalability

One of the fundamental requirements of the proposed application is its scalability. The architecture should be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance. In this context, it is required that the application and deployment architecture should provide for Scale-Up and Scale out on the Application and Web Servers, Database Servers and all other solution components.

Security

- (a) The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the state. The overarching security considerations are described below.
- (b) The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.
- (c) Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.
- (d) The overarching requirement is the need to comply with ISO 27001 standards of security

- (e) The application design and development should comply with OWASP top 10 principles

High Level Design (HLD)

Once the SRS are approved, the IP shall complete the High Level Designing and all HLD documents of all the functionalities, integration with existing application and external application. The IP shall prepare the HLD and have it reviewed and approved by the Tendering Authority. Tendering Authority will sign off on the HLD documents.

Detailed (Low Level) Design (LLD)

The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including “pseudo code”) and UI design (screen design and navigation). The preparation of test cases will also be completed during this stage. The IP shall have the design documents reviewed and approved by the Tendering Authority. Tendering Authority will sign off on the LLD documents.

Test Plan

Once the SRS is approved and design is started, the IP shall prepare all necessary Test Plans (including test cases), i.e., plans for Acceptance Testing. Test cases for Initial and Final User Acceptance Testing shall be developed in collaboration with domain experts identified at the Tendering Authority. Initial and Final User Acceptance Testing shall involve Test Case Development, Unit Testing, Integration and System Testing, Functional testing of Application, Performance testing of the Application including measurement of all Service Levels as mentioned in this contract and finally IP shall also carryout Load/ Stress testing. The IP will submit the test plans and test result reports to the Tendering Authority for comprehensive verification and approval.

Transaction mechanism

The overall workflow for provisioning transaction to the stakeholders will be based on the process identified by this RFP and subsequent documents submitted by the Implementation Agency.

Sign-off Deliverables / Exit Criteria

- (a) Fully functional of new modules & Mobile Application
- (b) Functional and non-functional testing
- (c) User and Operational Manual for the new modules

Deployment & Commissioning

The existing application (epunjabschool.gov.in) is currently hosted in State Govt. data center. The new modules need to be hosted in the same infrastructure.

Sign off Deliverables / Exit Criteria

- (a) Data Migration Strategy Document
- (b) Approval by Tendering Authority on successful deployment

Training/Capacity Building

Capacity building will include the following:

- (a) Imparting training in Information Technology (IT) and Change Management.
- (b) Such trainings and skills will be imparted to the officials at state HQ.
- (c) These would range from senior officers such as Secretaries up to the school level users.

- (d) Prepare and organize training programs to facilitate the user in the efficient usage of the new system training will be provided to employees who will use the application and its services.
- (e) The IP would be required to prepare a detailed training plan covering at least the trainings to be conducted, targeted audience, location, dates for training, duration and training content.
- (f) It is important to ensure that the training provided is effective. IP shall devise mechanisms to ensure the training effectiveness. IP would also be required to develop user manuals.
- (g) Tendering authority will provide the infrastructure (Projector, Computers for user training, Stationary, Printer, Scanner, Consumable, UPS etc.) at training centers to conduct the trainings as per approved training Plan.
- (h) The training would be required to be provided again to ensure that personnel are ready to use the application whenever it is ready. It is important to ensure that the training provided is effective.

Sign off Deliverables / Exit Criteria

- (a) Training Plan
- (b) Capacity Building Plan
- (c) Completion of training and attendance sheet

3.9.1.1 UAT and Go Live

IP will assist in successful completion of User Acceptance Testing (UAT) and audit of the system on the completion of the go live criteria for each additional module.

Sign-off Deliverables / Exit Criteria

- (a) Go-Live report
- (b) UAT Report signed off

3.9.1.2 Knowledge Transfer

At the end of the contract period, the IP will be required to provide necessary handholding and transition support to designated staff or any other agency that is selected for maintaining the system post the contract with the IP. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working/ performance levels of the infrastructure, conducting training sessions etc.

Knowledge Transfer is an integral part of the scope of work of the IP. This will have to be done even in case the Contract with the IP ends or is terminated before the planned timelines.

Please note that this is only an indicative list. Any other activity, over and above these, as may be deemed necessary by the IP to meet the requirements at no additional cost.

3.9.1.3 Information Security Management

Security of application and the data contained therein is paramount for the success of this Project. Hence, the IP should take adequate security measures to ensure confidentiality, integrity and availability of the information.

4 Instructions to Bidders

- 4.1 Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- 4.2 Bid document prepared in accordance with all the conditions laid down should be submitted online not later than the date and time at the website <http://e-tender.punjabgovt.gov.in>.
- 4.3 The Bidder must furnish Earnest Money Deposit (EMD) of Rs.1, 00,000/- (Rs. One lac) through online mode.
- 4.4 This Tender document is not transferable. Only bidder, in whose name this Tender document has been purchased shall submit the bid.
- 4.5 SSA reserves the right to reject or accept or withdraw the tender in full or part without assigning any reasons thereof and revising quantity as per requirement of department. No dispute of any kind can be raised against the rights of SSA in any court of law or elsewhere. The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation committee.
- 4.6 Tender Evaluation Committee reserves the right not to accept the Lower Price bid without assigning any reason whatsoever and the bidder will not challenge such decision on any forum what so ever.
- 4.7 SSA may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of the SSA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.8 This Tender Document does not constitute an offer by SSA. The bidder's participation in this process may result in SSA selecting the bidder to engage towards execution of the contract.
- 4.9 SSA reserves the right to increase/decrease the no. of schools or cancel the whole contract at any time during the contract period. The IMPLEMENTATION PARTNER will not challenge such decision on any forum what so ever

5 Validity of Bids

- 5.1 Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Commercial Bid. The SSA reserves right to reject a bid valid for a shorter period as non- responsive.
- 5.2 Prior to the expiration of the validity period, SSA will notify the successful bidder in writing or by fax or email, that its bid has been accepted. In case the tendering process is not completed within the stipulated period, SSA may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Bid.

6 Right to Terminate the Process

- 6.1 The SSA 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) about the grounds for such decision.

7 Extension of time for fulfillment of Conditions Precedent

- 7.1 The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the Implementation Partner linked to the delay in fulfilling the Conditions Precedent.

8 Obligations under the SLA

- 8.1 The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between SSA and Implementation Partner ;
- 8.2 In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

9 Use of assets by the Implementation Partner

- 9.1 During the Term the Implementation Partner shall:
- 9.1.1 take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the *Implementation Partner* exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “Assets”) in proportion to their use and control of such Assets; and
 - 9.1.2 Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the *Implementation Partner* takes control of and/or first uses the Assets and during the entire Term of the Agreement.
 - 9.1.3 ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the *Implementation Partner* will be followed by the *Implementation Partner* and any person who will be responsible for the use of the Assets;
 - 9.1.4 take such steps as may be properly recommended by the manufacturer of the Assets and notified to the *Implementation Partner* or as may, in the reasonable opinion of the System integrator, be necessary to use the Assets in a safe manner;
 - 9.1.5 ensure that the Assets that are under the control of the *Implementation Partner* , are kept suitably housed and in conformity with Applicable Law;

- 9.1.6 procure permission from the SSA or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- 9.1.7 not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

10 Access to the SSA or its Nominated Agencies Locations

- 10.1 For so long as the *Implementation Partner* provides services to the SSA or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the SSA as the case may be or its nominated agencies shall, subject to compliance by the *Implementation Partner* with any safety and security guidelines which may be provided by the SSA as the case may be or its nominated agencies and notified to the *Implementation Partner* in writing, provide the *Implementation Partner* with:
 - 10.1.1 reasonable access, in the same manner granted to the SSA or its nominated agencies employees, to the SSA as the case may be location twenty-four hours a day, seven days a week;
 - 10.1.2 reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the SSA as the case may be location, if any, as may be reasonably necessary for the Implementation Partner to perform its obligations hereunder and under the SLA.
- 10.2 Access to locations, office equipments and services shall be made available to the Implementation Partner on an “as is, where is” basis by the SSA as the case may be or its nominated agencies. The Implementation Partner agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:
 - 10.2.1 for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - 10.2.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

11 Management Phase

- 11.1 Governance
 - 11.1.1 The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule V of this Agreement and shall cover all the management aspects of the Project.
- 11.2 Use of Services

11.2.1 The SSA as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;

11.2.2 The SSA as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

11.3 Changes

11.3.1 Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

11.4 Security and Safety

11.4.1 The Implementation Partner shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT Security Manual of the SSA as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.

11.4.2 Each Party to the SLA/Agreement shall also comply with SSA or the Government of India, and Government of Punjab security standards and policies in force from time to time at each location of which SSA or its nominated agencies make the Implementation Partner aware in writing insofar as the same apply to the provision of the Services.

11.4.3 The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the SSA as the case may be or any of their nominees data, facilities or Confidential Information.

11.4.4 The Implementation Partner shall upon reasonable request by the SSA as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

11.4.5 As per the provisions of the SLA or this Agreement, the Implementation Partner shall promptly report in writing to the SSA or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of SSA as the case may be.

11.5 Cooperation

11.5.1 Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("Providing Party") to this Agreement or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- a. does not require material expenditure by the Providing Party to provide the same;
- b. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- c. cannot be construed to be Confidential Information; and
- d. is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

12 Confidentiality

12.1 The SSA or its nominated agencies shall allow the Implementation Partner to review and utilize highly confidential public records and the Implementation Partner shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

12.2 Additionally, the Implementation Partner shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

12.3 The SSA or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation Partner regarding any forbidden disclosure.

12.4 The Implementation Partner shall ensure that all its employees, agents and sub-contractors execute individual non disclosure agreements, which have been duly approved by the SSA with respect to this Project.(Optional) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- (a) information already available in the public domain;
- (b) information which has been developed independently by the Implementation Partner
- (c) information which has been received from a third party who had the right to disclose the aforesaid information;

(d) information which has been disclosed to the public pursuant to a court order.

- 12.5 To the extent the Implementation Partner shares its confidential or proprietary information with the SSA for effective performance of the Services, the provisions of the Clause 17.1 to 17.3 shall apply mutatis mutandis on the SSA or its nominated agencies.

13 Deviations

- 13.1 Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission

14 Pre Bid Meeting & Clarifications

- 14.1 SSA shall convene a pre- bid meeting as prescribed in document control Sheet to address any Tender Document related queries. The bidders should send their queries through email id" rajvir@punjabeducation.gov.in "before the date as prescribed in document control sheet.
- 14.2 The prospective bidder or its official representative/s (maximum 2) is/are invited to attend the pre- bid meeting.
- 14.3 The queries shall be accepted only in the following format:

S.No	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification
1.			
2.			

- 14.4 Any requests for clarifications post the indicated date and time shall not be entertained by the SSA.

15 Consortium Conditions

- 15.1 The bidders are not allowed to bid in Consortium. Sub-contracting of activities may be allowed other than the core activity of e governance project with prior approval of the tendering authority.

16 Earnest Money Deposit

- 16.1 Bidders are requested to submit EMD through online mode only.
- (a) The EMD Rs 1 Lac shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
 - (b) Bids submitted without adequate EMD will be liable for rejection.
 - (c) Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the financial bid.

- (d) EMD of successful bidder will be returned after the award of contract and furnishing of PBG.
- (e) EMD shall be non-transferable
- (f) The EMD may be forfeited:
 - If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - If successful bidder fails to sign the contract within specified time line
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the Tendering Authority regarding forfeiture of the EMD shall be final and binding upon bidders.
 - If during the bid process, any information is found false/fraudulent/malafide, then Tendering Authority shall reject the bid and, if necessary, initiate action.

17 Supplementary Information/Corrigendum/Amendment to the RFP

- 17.1 At any time prior to the deadline (or as extended by Tendering Authority) for submission of bids, Tendering Authority for any reason, whether at its own initiative or in response to clarifications requested by the Bidder may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by Tendering Authority would be displayed on Tendering Authority web site and may additionally also be communicated by e-mail to the bidders who have taken the RFP from Tendering Authority in hard copy. Any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.
- 17.2 Any such supplement / corrigendum / amendment will be binding on all the bidders. Tendering Authority will not be responsible for any misinterpretation of the provisions of this Tender document on account of the bidders' failure to update the bid documents based on changes announced through the website.
- 17.3 In order to allow bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

18 Completeness of Response

- 18.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 18.2 The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the Bid EMD.

19 Proposal Preparation Cost

- 19.1 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 Tendering Authority to facilitate the evaluation process, and in negotiating a definitive Agreement and all such activities related to the bid process. This RFP does not commit Tendering Authority to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project.
- 19.2 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and Tendering Authority is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. Tendering Authority shall give notice to the successful bidder of any such claim and recover it from the bidder if required.

20 Preparation of Bid

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

- 20.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- 20.2 The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- 20.3 The bid shall be signed by the bidder or duly authorized person(s) to bind the bidder to the contract. The authorization shall be indicated by written power of attorney/Board resolution and shall accompany the Bid.
- 20.4 No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.

- 20.5 The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by SSA to facilitate the evaluation process, in negotiating a definitive Implementation partner and all such activities related to the bid process. SSA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 20.6 Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 20.7 Bid document must contain an Index Page and each page of the bid document must be serially numbered and in accordance with the index page. The page numbering pattern should have "Serial Number/Total Number of the Bid Document e.g. 1/100)". No page should be left without page number and signature.
- 20.8 Failure to comply with the below requirements shall lead to the Bid Rejection:-
- 20.8.1 Comply with all requirements as set out within this tender.
- 20.8.2 Submit the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
- 20.8.3 Include all supporting documentations specified in this tender, corrigendum or any addendum issued.

21 Disqualifications

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

- 21.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 21.2 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 years;
- 21.3 Submitted a bid that is not accompanied by required documentation or is non-responsive;
- 21.4 Failed to provide clarifications related thereto, when sought;
- 21.5 Submitted more than one Bid (directly/in-directly);
- 21.6 Declared ineligible by the Government of India, any State/UT Government for corrupt and fraudulent practices or blacklisted.
- 21.7 Submitted a bid with price adjustment/variation provision.

- 21.8 Not submitted in the format as specified in the Tender Document.
- 21.9 Not submitted the Letter of Authorization (Power of Attorney/Board Resolution)
- 21.10 Suppressed any details related to bid
- 21.11 Submitted incomplete information, subjective, conditional offers and partial Offers submitted.
- 21.12 Submitted bid with lesser validity period.
- 21.13 Any non-adherence/ non-compliance to applicable Tender Document content.

22 Bid Submission Instructions

22.1 Bid Submission

Bids are to be submitted online and in three parts:

- a) Pre-qualification documents.
- b) Technical Bid.
- c) Commercial Bid.

22.1.1 The Bidder shall have to qualify the pre-qualification Bid.

22.1.2 Pre-Qualification Bids will be opened on the prescribed date and time.

22.1.3 Technical Bids of only those Bidders will be opened who qualify the Pre-Qualification round after the initial processing of pre-qualification bid on the same day or at a date and time to be notified on the same day.

22.1.4 Please note that commercial aspects (prices, cost, charges, etc.) should not be indicated in the Pre-qualification Bid or the Technical Bid and should be quoted only in the Commercial Bid. If quoted these bids shall be declared rejected.

22.1.5 Commercial Bid should only indicate prices in the prescribed format.

22.1.6 The bids cannot be uploaded after the last date of submission of bid.

22.2 Pre-Qualification

The minimum eligibility criteria that should be satisfied by the Bidders are mentioned below.

Sl#	Prequalification Criteria	Compliance Document
(a)	The bidder should be registered in India under the Companies Act, 1956 and should be in existence in India for at least 3 years, as on 31 st March 2017.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder
(b)	The bidder should have an average turnover of Rs. 50 Lac and positive net worth (measured as paid-up capital plus free	Certificate duly signed by Statutory Auditor/ practicing CA of the Bidder confirming

Sl#	Prequalification Criteria	Compliance Document
	reserves) in the last two audited financial years (FY 2015-16 & FY 2016-17)	the net worth for each of the specified period.
(c)	The bidder should be ISO 9001:2008 certified company.	Copy of relevant certificate
(d)	The bidder should have ISO Certificate which shall be valid till the date of publication of this RFP	Copy of the relevant certificate
(e)	The bidder should be in the business of e-governance for at least 2 years as on 31 st March 2017.	Annexure-4: Company profile Memorandum and articles of association Work orders confirming years & area of activity
(f)	i. The bidder must submit EMD for Rs. 1 Lac online. ii. Bidder should have made a payment of Rs. 1000/- (Rupees one thousand only) for RFP document.	Proof of online transfer of EMD & document fee.
(g)	The bidder should be registered with Service Tax & Employee Provident Fund (EPF) Authorities	Up-to-date deposit challans shall be submitted
(h)	The bidder should have an experience of implementing one (1) similar assignments	Copy of the work order + completion / continuance certificate from the client / user.
(i)	The bidder should have 25 technical resources in its payroll having knowledge of development of application software along with operational support.	Self-declaration certificate by the Director to that effect.
(j)	The bidder should not have been convicted, blacklisted, or prosecuted on any ground by the central government/ State Government or any Government undertaking/ Institutions under their control.	Notarized affidavit by authorized signatory to this effect (format is enclosed in Annexure-8).

Note: Bidder has to submit the board resolution/ Certification of authorization for authorized signatory.

22.3 Technical Proposal

Bidders should necessarily furnish the technical proposal in the formats given in [Annexure '2' & '3'](#) of the RFP. It may be noted that the end to end responsibility to make the solution perform is that of the Bidder (hence the Bidder is expected to understand the RFP in all respects).

22.4 Technical Qualification

22.4.1 Technical proposal of those bidders will be opened and evaluated, who qualify the Pre-Qualification criteria

22.4.2 The evaluation committee will evaluate the technical proposal on the basis of the technical evaluation criterion as provided below:-

Sl#	Criteria	Basis of Valuation	MM
(a)	The bidder should have at-least Rs. 50 Lac as average annual turnover in the last 2 fiscal years ending at 31/03/2017 from IT operations.	Rs. 50 lac – 1 crore – 6 marks Above 1 crore– 10 marks	10
(b)	The Bidder should have a valid SEI CMMi Level 3 & ISO or its higher version certification as on date of submission of Bid.	CMMi 5 – 6 Marks CMMi 3 & - 4 Marks ISO Certificate – 3 Marks	6
(c)	The bidder should have an experience of implementing minimum one (1) and maximum two (2) similar assignments for any government/ PSU. The project should be working live at present	1 project - 8 marks 2 projects - 16 Max. marks In addition to above 3 Marks for each project if project implemented in school education department	22
(d)	Experience of e-Governance Turnkey project +3 years' maintenance & operational support for any Government / PSU in India.	<u>Project Cost</u> Above Rs. 40 Lac: 10 Marks Rs. 30- 40 Lac: 6 Marks Rs. 20 - 30 Lac: 4 Marks Less than Rs. 20 Lac – 2 Marks	10
(e)	Experience in implementing Mobile Application project for any Government / PSU in India and must be running successfully for atleast two year.	2 marks for each projects/ applications up to maximum 5 projects	10
(f)	<u>Approach Methodology, Solution Design [Annexure-3]</u> Marks will be awarded based on details of i. Solution Design ii. Project execution & deployment methodology iii. Training & Handholding approach & Support methodology iv. Application Solution proposed v. Business Intelligence/ Dashboard/ Reporting Manpower Proposed. vi. Proposed resources for the software modules vii. Training to staff	The bidder will be awarded 4 marks each points.	32

Sl#	Criteria	Basis of Valuation	MM
	viii. Helpdesk		
(g)	<u>Approach methodology for</u> i. Integration of existing web portal (www.epunjabschool.gov.in) used by all schools – 6 marks		10

Note:-

- For all the above, the Completion Certificate of the projects completed in the last 2 years (as on 30/11/2017) need to be provided (issued to the responding firm by the respective customers).
- The value of the projects considered in the above criterion would be based on the Purchase Order or the LOI issued to the responding firm. In absence of the supporting documents, the projects would not be considered for evaluation.

Annexure to be attached in Technical bid:-

Annexure '2' – Technical qualification proposal
 Annexure '3' – Approach & Methodology Proposed
 Annexure '5' – Project Implementation Strength
 Annexure '10' – Declaration of source code and intellectual Property rights
 Annexure '11' – Undertaking on Service level compliance

Rating definitions for each sub-criterion are generally explained as under:-		
Category	Rating	Description
Excellent	100%	The proposal exceeds the sub-criterion requirements
Good	80%	The proposal fully meets the sub-criterion requirement
Average	60%	The proposal adequately meets the sub-criterion requirements, but there are minor deficiencies
Below Average	30%	The proposal has significant deficiencies against the sub-criterion requirements that will probably impact negatively on implementation of the assignments
Non-complying	0%	The proposal either does not comply with the sub-criterion or does not provide enough information to allow a higher rating.

22.5 Commercial Proposal

- 22.5.1 The Commercial Bids of technically qualified bidders (i.e. Bidders with more than 70 marks in Technical Evaluation) will be opened on the prescribed date in the presence of bidder representatives.
- 22.5.2 Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- 22.5.3 The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- 22.5.4 Any conditional bid would be rejected.
- 22.5.5 Commercial bids whose value is less than 30% of the average bid price will be disqualified (the average price shall be computed by adding all commercial bid values of the technically qualified bidders' and dividing the same by number of qualified bidders).
- 22.5.6 Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- 22.5.7 If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- 22.5.8 In the event that there are 2 or more bidders having the same value in the Commercial bid, the bidder securing the highest technical score will be adjudicated as the "Best responsive bid" for award of the Project.
- 22.5.9 If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder doesn't accept the correction of error its bid will be rejected
- 22.5.10 If there is discrepancy in the unit price quoted in figures and word, the unit price, in figure or in words as the case may which corresponds to the total bid price shall be taken as correct.
- 22.5.11 Bidders should necessarily give the financial details in the formats given in Annexure 8 - of the RFP. All the financial details should be given in the prescribed format only and in accordance to the details and terms and conditions as mentioned in the RFP. It may be noted that the responsibility to make the solution perform, is that of the Bidder (hence the Bidder is expected to understand the RFP in all respects).
- 22.5.12 The Bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.

- 22.5.13 Tendering Authority may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the Bidder on the Technical Proposal during the evaluation of the technical offer.
- 22.5.14 Commercial Proposal shall not contain any technical information.
- 22.5.15 The quoted price shall be corrected for arithmetical errors.
- 22.5.16 In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- 22.5.17 The amount stated in the Commercial Proposal, adjusted in accordance with the above procedure and as stated in [Annexure-7](#) & [Annexure-8](#) of this RFP, shall be considered as binding on the Bidder for evaluation.

23 Bid Opening and Evaluation Process

- 23.1 The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of Bidders or their representatives who may be present at the time of opening.
- 23.2 The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to as a proof of their identify for attending the bid opening
- 23.3 The Bid Evaluation Committee constituted by the Tendering Authority shall evaluate the bids.
- 23.4 Bid Evaluation Committee shall evaluate the Pre-Qualification, EMD and Tender Fee (Envelop-A), Technical Proposal and Financial Proposal and submit its recommendation to the Higher Authority whose decision shall be final and binding upon the bidders.

24 Overall Evaluation Process

- Bidders shall be evaluated as per the following criteria
- (i): Tender Fees, EMD & Pre-Qualification Compliance (EMD Rs. 1 Lac)
 - (II): Technical Criteria [including Technical Proposal]
 - (iii): Commercial Bid
- 24.1 Bidders shall be evaluated as per the Technical criteria will qualify for further Financial Evaluation.

- 24.2 Bidders with minimum technical score of 70 out of 100 in technical evaluation will be considered to be eligible for financial evaluation
- 24.3 Bidders will be evaluated based on financial quotes.
- 24.4 The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 24.5 The bidder shall provide required supporting with respect to the qualification criteria

25 Technical Evaluation

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

- 25.1 The Bidder's technical solution will be evaluated as per the requirements and technical evaluation criteria of this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria as required for technical evaluation.
- 25.2 Proposal Presentations: The Bid Evaluation Committee invites each Bidder to make a presentation to Tendering Authority as per their discretion.
- 25.3 At any time during the Bid evaluation process, the Committee may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- 25.4 The Committee reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Technical evaluation process.
- 25.5 The Bid Evaluation Committee shall indicate to all the Bidders the results of the technical evaluation through a written communication. The technical scores of the Bidders will be announced prior to the opening of the Commercial Proposals.
- 25.6 The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through a written communication.

26 Commercial Evaluation

26.1 Financial Score

The bidders shall submit their quote as per the format provided in the RFP. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to the Tendering Authority. Any monetary figure in decimal shall be rounded off to the nearest INR.

26.2 Final Evaluation

The successful bidder shall be the agency quoting lowest bid price. If two or more bidders quoted the same price, then the department will select the final bidder based on technical scores.

27 Price & Information

The Bidder shall quote a price for all the components of the solution that are necessary to meet the requirements of the RFP.

27.1 All the prices will be in Indian Rupees.

27.2 All prices should be rounded off to the nearest Indian rupees (If the first decimal value is 5 (five) or above it should be rounded up and below 5 (five) should be rounded down.

27.3 The price quoted in the Commercial Proposal shall be the only and maximum payment payable by Tendering Authority to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment and performance levels specified in this RFP.

27.4 The Total Contract Value should be inclusive of all costs including the costs towards packing, forwarding, and transportation, insurance for the Contract Period, delivery charges, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this Project before or after the award of the Contract.

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

27.6 The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the Proposal and the Contract. No revision of the Total Contract Value shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the Contract. A Proposal submitted with an adjustable price quotation or conditional Proposal may be rejected as non-responsive.

27.7 Any increase/ decrease in the rates of Taxes, duties, charges and levies at a later date and during the tenure of the project will be to the account of the bidder.

27.8 All costs incurred due to delay of any sort, which is attributable to the Bidder, shall be borne by the Bidder.

28 Discount

- 28.1 The Bidders are advised not to offer any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, Tendering Authority shall avail such discount at the time of award of Contract. For future purposes, Unit prices of all individual components will be discounted accordingly (by the overall discount % in case overall discount % is given or by the individual component discount % in case item wise discount given) to arrive at component-wise unit prices.

29 Conditions under which RFP is issued

- 29.1 This RFP is not an offer and is issued with no commitment. Tendering Authority reserves the right to withdraw the RFP and change or vary any part thereof at any stage. Tendering Authority also reserves the right to disqualify any Bidder should it be so necessary at any stage.
- 29.2 Timing and sequence of events resulting from this RFP shall ultimately be determined by Tendering Authority.
- 29.3 No oral conversations or agreements with any official, agent, or employee of Tendering Authority shall affect or modify any terms of this RFP and any alleged oral Agreement or arrangement made by a Bidder with any Tendering Authority, agency, official or employee of Tendering Authority shall be superseded by the definitive Agreement that results from this RFP process. Oral communications by Tendering Authority to Bidders shall not be considered binding on it, nor shall any written materials provided by any person other than Tendering Authority.
- 29.4 Neither the Bidder nor any of the Bidder's representatives shall have any claims whatsoever against Tendering Authority or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service Agreement with the Bidder in accordance with the terms thereof).
- 29.5 Until the Contract is awarded and during the currency of the Contract, Bidders shall not, directly or indirectly, solicit any employee of Tendering Authority to leave Tendering Authority or any other officials involved in this RFP process in order to accept employment with the Bidder, or any person acting in concert with the Bidder, without prior written approval of Tendering Authority.

30 Right to the content of proposal

- 30.1 All Proposals and accompanying documentation of the Technical Proposal will become the property of Tendering Authority and will not be returned after opening of the Technical Proposals. Tendering Authority is not restricted in its rights to use or disclose any or all of the information contained in the Proposal and can do so without compensation to the Bidders. Tendering Authority shall not be bound by any language in the Proposal indicating the confidentiality of the Proposal or any other restriction on its use or disclosure.

31 Non- Confirming Proposal

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

- 31.1 If it does not comply with the requirements of this RFP.
- 31.2 If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of Tendering Authority.

32 Acknowledgement of Understanding

- 32.1 By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

33 Award of Contract

33.1 Award Criteria

Post the evaluation process, Tendering Authority will award the Contract to the Bidder as per the evaluation process mentioned in this RFP. Bidder will sign the agreement within 7 days of the issuance of the Lol and shall continue for two years from the agreement effective date.

33.2 Right to Accept or Reject

Tendering Authority reserves the right to accept or reject any Proposal, and to annul the tendering process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority action.

33.3 Notification of Award

Prior to the expiration of the validity period, Tendering Authority will notify the successful Bidder that its Proposal has been accepted by issuance of a Lol in writing which will be effective date of the assignment.

33.4 Conditions Precedent of the Bidder

The Bidder shall be required to fulfill the Conditions Precedent within 7 Business Days from issue of the Letter of Intent to the Bidder. The Conditions Precedent are as follows:

- (a) To provide a Performance Bank Guarantee from any Nationalize bank in India and any other guarantees to Tendering Authority or its nominated agencies.
- (b) To provide signed copy of the agreement

33.5 Extension of time for fulfillment of Conditions Precedent

The parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the term of the agreement.

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the Bidder linked to the delay in fulfilling the Conditions Precedent.

33.6 Non-fulfillment of the Bidder's Conditions Precedent

In the event that any of the conditions precedent of the Bidder have not been fulfilled within 15 Business Days from the date of issue of Letter of Intent and the same have not been waived fully or partially by Tendering Authority or its nominated agencies, the agreement shall cease to exist;

In the event that the agreement fails to come into effect on account of non-fulfillment of the Bidder's conditions precedent, Tendering Authority or its nominated agencies shall not be liable in any manner whatsoever to the Bidder and Tendering Authority shall forthwith forfeit the EMD.

In the event that possession of any of Tendering Authority or its nominated agencies facilities has been delivered to the Bidder prior to the fulfillment of the conditions precedent, upon the termination of the agreement, such shall immediately revert to Tendering Authority or its nominated agencies, free and clear from any encumbrances or claims.

34 Performance Bank Guarantee

Performance Bank Guarantee is governed for supplies and services as follows:

- 34.1 Bidder shall carry out the Services in conformity with the agreement, the RFP, generally accepted professional and technically accepted norms relevant to such Projects and to the entire satisfaction of Tendering Authority.
- 34.2 In the event of any deficiency in Services, the Bidder shall in the first instance take necessary action to resolve it, at no additional fees to Tendering Authority.
- 34.3 The Earnest Money deposited at the time of Bid submission would be given back to the Bidder on submission of Performance Bank Guarantee.
- 34.4 Bidder shall deposit the Performance Bank Guarantee as follows:
 - 34.4.1 The successful bidder shall at his own expense, deposit with Tendering Authority, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to Tendering Authority, payable on demand (In Chandigarh), for the due performance and fulfillment of the contract.

- 34.4.2 The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Lol.. In case the Contract Term is extended, the Performance Bank Guarantee should also be extended within 15 days of approval of contract extension and should be valid till 6 months post the Contract Extension Term.
- 34.4.3 This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value/bid value of successful bidder shall be renewed yearly within 15 days of its expiry. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder.
- 34.4.4 The Performance Bank Guarantee may be discharged/returned by Tendering Authority upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 34.4.5 Tendering Authority shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

35 Signing of Contract

- 35.1 Agreement will be signed as per RFP, after selection of Bidder. Tendering Authority shall have the right to annul the award in case there is a delay of more than 30 days in signing of Contract from the date of issue of Letter of Intent by Tendering Authority, for reasons attributable to the selected Bidder.

36 Failure to agree with Terms and Conditions of this RFP

- 36.1 Failure of the successful Bidder to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Tendering Authority may call for new Proposals and invoke the Performance Bank Guarantee.

37 Bidder's Obligations

- 37.1 The Bidder's obligations shall include all the activities as specified by Tendering Authority in the scope of work and other sections of the RFP and changes thereof to meet Tendering Authority objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of the agreement, the RFP and the Bid.

- 37.2 The Bidder shall ensure that the Bidder's team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under the contract. The Bidder shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of Tendering Authority.
- 37.3 Except as otherwise provided for herein or with the prior written approval of Tendering Authority, the Bidder and/or Bidder's team shall not:
- 37.3.1 Systematically collect and use any Tendering Authority data, Deliverable, Assets or Tendering Authority contents/contents of services and information, including the use of any data mining, or similar data gathering and extraction methods;
 - 37.3.2 Market, sell, or make commercial or derivative use of Tendering Authority data, Deliverable or Assets, Tendering Authority contents/contents of services and information;
 - 37.3.3 Publish, publicly perform or display, or distribute to any third party any Tendering Authority data, Deliverables or Tendering Authority contents/contents of Government services and information, including reproduction on any computer network or broadcast or publications media; or
 - 37.3.4 Use, frame, or utilize framing techniques to enclose any portion of Tendering Authority data, Deliverables or Tendering Authority contents/contents of services and information (including images, any text or the layout/design, form or content of any page or otherwise).

38 Tendering Authority Obligations

- 38.1 Tendering Authority or its nominated representative shall act as the nodal point for implementation of the Project and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder, subject to approval of competent Authority.
- 38.2 Tendering Authority shall provide requisite approvals to the Bidder from time to time, which may include approval of Project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of the agreement.
- 38.3 Tendering Authority shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the agreement.
- 38.4 Tendering Authority shall provide requisite data related to its functioning, facilitate obtaining of approvals from various governmental agencies, in cases, where the intervention of Tendering Authority is proper and necessary.

39 Project Acceptance

39.1 Audit, Access and Reporting

39.1.1 Selected bidder/agency has to conduct a detailed Software and Security Audit of the system and ensure compliance to all its observations.

39.1.2 Tendering Authority/ nominated agencies may carry out routine, random and periodic audits and inspections, by itself or through authorized representatives of the Project / Services related documents, data, locations, accounts, information at its own expense and cost; Tendering Authority/ nominated agencies, shall endeavor to minimize inconvenience and disturbance to the Bidder in the process of such audits **and inspections**.

39.2 Acceptance Criteria

All Deliverables on this Project shall be reviewed and accepted in accordance with the following procedure:

39.2.1 Notification of readiness of the Deliverable shall be given by email by the Bidder

39.2.2 Soft copy (by e-mail) and two (2) printed drafts of the Deliverable material shall be submitted to Tendering Authority by the Project Manager of the Bidder.

39.2.3 Tendering Authority will review the Deliverables and either accept the Deliverable or provide feedback on changes to be done in writing within a reasonable period of time (2-3 weeks).

39.2.4 The Bidder shall make the appropriate revisions and shall resubmit the updated final version to Tendering Authority for their verification and feedback / acceptance.

39.2.5 The Bidder should strive to submit the Deliverables in parts for getting continuous feedback on the Deliverables. The Bidder should also engage with Tendering Authority on a continuous basis through meetings to ensure that progress may be reviewed and feedback provided from time-to-time. The Bidder should plan to submit the draft versions of deliverables before the scheduled timelines to allow reasonable time for review and acceptance.

39.3 Final Testing & Certification

39.3.1 The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by Tendering Authority.

40 Payment Schedule:-

- 40.1 **Software Cost-** Total Software development cost shall be made in four equal half yearly installments on the basis of implementation partner performance in Project implementation.

41 Terms of Payment Schedule

41.1 Payment Terms

41.1.1 In consideration of the services and subject to the provisions of the agreement, the Bidder shall be eligible to receive payments from Tendering Authority in accordance with the Terms of Payment Schedule of the agreement.

41.1.2 It is clarified here that Tendering Authority will pay for the Services as stated in accordance with the Terms of Payment Schedule and Tendering Authority would also calculate a financial sum and debit the same against the Terms of Payment as defined in the Payment Schedule as a result of the failure of the Bidder to meet the service level defined in the agreement, such sum being determined in accordance with the terms of the Agreement.

41.1.3 Except as otherwise provided for herein or as agreed between the parties in writing, Tendering Authority shall not be required to make any payments in respect of the Services other than those covered by the Terms of Payment Schedule.

41.2 Invoicing & Settlement

41.2.1 The Bidder will submit its invoices in accordance with the following principles:

41.2.2 Generally and unless otherwise agreed in writing between the parties or expressly set out in this agreement, the Bidder shall raise an invoice for successful delivery of Services on a milestone basis.

41.2.3 The invoice shall be submitted along with the necessary approval / signoff / acceptance / certification provided by the concerned parties for the respective deliverables linked with the transactions, failing which Tendering Authority reserves the right to reject the invoices.

41.2.4 Along with the invoice, the Bidder is required to submit the Deliverables (Transaction Log) linked with the payment in softcopy and hardcopy formats, as applicable failing which Tendering Authority reserves the right to reject the invoices.

41.2.5 Any invoice presented in accordance with this Schedule shall be in a form agreed with Tendering Authority.

41.2.6 Invoices shall be accurate and all adjustments (if any) to payments to be made to the Bidder shall be applied to the next payment invoice of the Bidder.

41.2.7 Payment for invoices shall be made preferably within 30 days of the receipt of correct and valid invoice by Tendering Authority, which has to be after completion of the said activities, and after obtaining the signoff from Tendering Authority for the required Deliverables and is subject to penalties/ adjustments based on the Bidder's performance. The penalties are imposed on the Bidder as per the SLA.

41.3 Additional Costs

41.3.1 Tendering Authority shall make payments to the Bidder at the times and in the manner set out in the Terms of Payment Schedule subject always to the fulfillment by the Bidder of the obligations herein.

41.3.2 All payments shall be made after adjustments required for any SLA based penalties.

41.3.3 No invoice for extra work / charge order on account of change order will be submitted by the Bidder unless the said extra work / change order has been authorized / approved by Tendering Authority in writing in accordance with Change control schedule of the RFP.

41.3.4 Tendering Authority shall make payments after withholding tax deductible at source.

41.3.5 When making payments to the Bidder, Tendering Authority shall make the payment inclusive of Service Tax, as actual. It will be the Bidder's responsibility to further ensure the payment of Service Tax.

41.3.6 The prices should be mentioned without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately. For the project bid, the bidder is expected to take into account all taxes (except Service Tax).

41.4 Taxes and Statutory Payments

41.4.1 All payments agreed to be made by Tendering Authority to the Bidder in accordance with the RFP shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied / applicable.

41.4.2 The Bidder shall bear all personal / income taxes levied or imposed on its staff, vendor etc. on account of payment received under the contract. The Bidder shall bear all income/corporate taxes, levied or imposed on the Bidder on account of payments received by it from Tendering Authority for the work done under the contract.

41.4.3 Tendering Authority or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Bidder wherever applicable. The Bidder shall pay for all other taxes, duties or levies in connection with the agreement and any other Project Engagement Definition including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.

41.4.4 In the event of any increase or decrease of any other tax, levies, currency exchange rates etc. due to any statutory notification(s) during the term of the agreement, the consequential effect shall be to the account of the Bidder.

42 Liquidated Damages

42.1 In addition to the penalty as mentioned in the agreement, liquidated Damages will be levied on the Bidder, in the event of the Bidder:

42.2 Failing to meet the milestones provided for in the agreement,

42.3 Failing to perform the responsibilities and obligations as set out in agreement to the complete satisfaction of Tendering Authority or any of its nominated agencies,

42.4 Tendering Authority shall be entitled without prejudice to its other rights and remedies, to deduct from the price payable to the Bidder and also to encash the Performance Bank Guarantee, provided the total amount recovered does not exceed the 10% of the Total Contract Value.

43 Acceptance Testing Requirements

43.1 Acceptance testing is an essential part of any IT SOFTWARE implementation project. In this stage selected bidder/agency tests and demonstrates the various individual user specific functionalities as an entire system. The primary goal of Acceptance Testing is to ensure that the IT SOFTWARE solution implemented as part of the Project (including all the deliverables and services) meets the pre-defined requirements/ specifications for functionalities, performance and security. This is ensured by defining clear, quantifiable metrics for accountability for each of the following.

44 Service Level & Penalty

44.1 The time-line of development, implementation of new modules and start date of operational support maintenance shall be adhered strictly. Implementing agency is expected to meet the service levels & time lines in the normal course of carrying out the activities as per the detailed Scope of Work. In case of unjustified delay on any or all such Service Levels, the tendering authority will levy penalties on the implementing agency as decided by the committee keeping in view the work completed & time frame.

45 Resolution of Disputes:

- 45.1 A steering group shall be formed comprising of authorized representative of Director General School Education and the IMPLEMENTATION PARTNER. The group shall tackle the implementation related and operational issues and any frontline disputes. The IMPLEMENTATION PARTNER and Director General School Education shall make every effort to resolve any disagreement or dispute arising between them amicably.
- 45.2 Only in situations where such disputes do not get amicably resolved even after 15 days from the commencement of such informal negotiation between the two parties, either party may required that the dispute be referred for resolution to the formal mechanisms that may include, but are not restricted to the ones specified below:-
- a. Conciliation mediated by a mutually agreed third party.
 - b. Adjudication in a form comprising the Principal Secretary, School Education, Govt. of Punjab/Director General School Education and the authorized representative of the IMPLEMENTATION PARTNER.
 - c. Director General School Education and the IMPLEMENTATION PARTNER shall nominate one arbitrator each and these arbitrators shall nominate a third arbitrator to conduct the proceeding under the arbitration and reconciliation act.

The cost of such arbitration shall be borne by the IMPLEMENTATION PARTNER.

Settlement of any dispute by above means shall be constructed as final and binding to both the parties.

46 Other Conditions

- 46.1 All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator(s) as per the provisions of the Arbitration Act. Such arbitration shall be held at Chandigarh/Mohali.
- 46.2 In all matters and disputes arising there under, the appropriate Courts at Chandigarh/Mohali alone shall have jurisdiction to entertain and try them.
- 46.3 The IMPLEMENTATION PARTNER shall provide training on appropriate aspects wherever desirable that client feels necessary to such persons as nominated by the client, wherever required.
- 46.4 Quote should be F.O.R destination.

47 [Annexure-2] Technical-qualification Proposal

Please note: The proposal must be submitted in the following format.
Covering Letter, Company Profile and Eligibility Criteria Compliance Checklist
Covering Letter (To be submitted on the letterhead of the bidder)

To {Location, Date}
Director General School Education, Punjab
Vidya Bhawan (Punjab School Education Board), Block E, 5th Floor, Phase-VIII,
SAS Nagar (Mohali) - PUNJAB (INDIP), Pin Code-160062

Ref: RFP Reference No.

Sub: Submission of proposal in response to the “RFP for Selection of Implementation Partner for E-governance Project in School Education”.

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number..... for **“RFP for Selection of Implementation Partner for E-governance Project in School Education”**.

1. We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
2. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments.
3. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
4. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
5. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
6. We understand you are not bound to shortlist/accept any or all the proposals you receive.
7. We hereby declare that we qualify and fulfill all the eligibility criteria mentioned in the RFP.
8. We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,
[Bidder Authorized Signature]

48 [Annexure-3] Approach & Methodology Proposed

The approach and methodology will be detailed precisely under the following topics:

- Solution Design
- Project execution & deployment methodology
- Training & Handholding approach & Support methodology
- Application Solution proposed
- Business Intelligence/ Dashboard/ Reporting Manpower Proposed.
- Proposed resources for the software modules
- Training to staff
- Helpdesk
- Proposed Hardware Solution
- Integration Approach

Note: The approach and methodology should be precise and relevant to the assignment.

49 [Annexure-4] Company Profile

Sl#	Information	Details
(a)	Name of responding bidder:	
(b)	Address of responding bidder:	
(c)	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
(d)	Telephone number of contact person	
(e)	Mobile number of contact person	
(f)	Fax number of contact person	
(g)	Email address of contact person	
(h)	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
(i)	Date of registration	
(j)	Company Registration Certificate (Enclosed Certificate)	
(k)	Active ISO/ SEI CMMI Level status (Enclosed Certificate)	
(l)	No of professionally qualified IT personnel having experience of working on the Integrated IT Software Project on its roll. (Include Self Certification)	
(m)	Office and a support center details in Chandigarh. (If Available)	

50 [Annexure-5] Project Implementation Strength

Assignment name:	Approx. Value of Services
Country Location within country	Duration of assignment (months)
Name of Client	Total No. of users license of the proposed Integrated IT Software:
Contact Person, Title/Designation, Tel. No./Address	Total No of client end users
Start date (month/year) Completion date (month/year)	No. of professional staff-months provided by your firm/organization for the proposed IT Software:
Description of Project	
Description of Actual Services provided including Integrated IT Software modules implemented, bolt in Software , third party module Integrated:	

Note: Each work experience shall be enclosed with work order/completion certificate /Substantial completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet the eligibility criteria.

51 [Annexure-6] Format for Commercial Proposal

Commercial Proposal Covering Letter

(Company letterhead)

[Date]

To

{Location, Date}

Director General School Education, Punjab

Vidya Bhawan (Punjab School Education Board), Block E, 5th Floor, Phase-VIII,
SAS Nagar (Mohali) - PUNJAB (INDIP), Pin Code-160062

Ref: RFP Reference No.

Sub: Submission of proposal in response to the “RFP for Selection of Implementation Partner for E-governance Project in School Education”

We, the undersigned <Bidder name> having read and examined in detail all the bidding documents in respect of “Selection of Implementation partner for Temple Management” do hereby propose to provide Services as specified in the bidding documents.

Price and Validity

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

We are an entity registered in India and do hereby confirm that our Bid price (Total Contract Value in this Commercial Proposal) includes all taxes including income tax and professional tax.

The prices we have offered, will remain fixed and not be subject to escalation for any reason whatsoever within the period of Contract. Any increase / decrease in rates of taxes will be to our account. We have studied the Clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

Bid Price

We declare that our Bid Prices are for the entire scope of the work and requirements as specified in the Bid documents, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

Contract Performance Guarantee

We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Bank Guarantee.

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 and belief.

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

We confirm that no Technical deviations are attached here with this Commercial offer.

Yours faithfully,

Authorized Signatory

Name :

Date :

Time :

Seal :

Business Address

52 [Annexure-7] Commercial Bid Format

Total value of commercial bid in Indian Rupees

S#	Type of Payment	Amount
(a)	Development / extension / integration of new/existing modules for both web and mobile platform	
	Grand Total	

Rates quoted by the bidder should be unconditional and inclusive of all applicable taxes, duties, expenses etc.

Yours faithfully,
Authorized Signatory

Name :

Date :

Time :

Seal :

Business Address

53 [Annexure-8] Affidavit of Self Declaration

AFFIDAVIT

I (Name of the official.....) (Designation.....) hereby declare that my company has not been black listed by any Government / Semi Government organizations. I further certify that I am competent authority in my company has authorized me to make this declaration.

That in the event of any decrease in the quoted rates, we undertake to reduce rates correspondingly from the date the rates have been reduced.

I affirm that the Director General School Education, Punjab is at liberty to take action against me/ the company represented by me, if any information submitted by me as required in RFP document proves to be wrong at any point of time.

Deponent

Verification:

I, the above named deponent do hereby verify, that the contents of the above affidavit are true and correct to the best of my knowledge and belief, no part of it is false.

Deponent

54 Annexure 10: Declaration on Source Code and Intellectual Property Rights

. Date:

To:

**State Project Director
Sarva Sikhsa Abhiyan,
PSEB Complex
Phase- 9
Mohali**

Dear Sir,

Sub: Self-certificate regarding the source code and Intellectual property rights under this Project

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

In the event of any deviation from the factual information/ declaration, SSA reserves the right to terminate the Contract without any compensation to the System Integrator.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Date:

Time:

Seal:

Business Address

55 Annexure ‘11’: Undertaking on Service Level Compliance

No. Date:

To:

**State Project Director
Sarva Sikhsa Abhiyan
PSEB Complex,
Phase- 9,
Mohali**

Dear Sir,

Sub: Undertaking on Service Level Compliance

1. I/We as System Integrator do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to SSA.
2. However, if the proposed resources and infrastructure are found to be insufficient in meeting the RFP and/or the service level requirements given by Sarva Sikhsa Abhiyan then we will augment the same without any additional cost to SSA.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Date:

Time:

Seal:

Business Address: