



Tender document for empanelment of Service Providers for Software Development

Reference number: PSeGS/Soft_Dev/2020/1

Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

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1. Notice inviting tender

Government of Punjab <u>RFP Reference Number: PSeGS/Soft_Dev/2020/1</u> Punjab State e-Governance Society (PSeGS) invites online bids for the empanelment of Service Providers for Software Development. Closing date and time is 08.10.2020 at 03.00 PM. For details log on to https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/ . Member Secretary, PSeGS
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2. Document control sheet

S.N.	Particular	Details
1.	Document reference number	PSeGS/Soft_Dev/2020/1
2.	Date & time for the start of sale of e-tender	25-09-2020 09:00 Hrs
3.	Last date and time for submission of queries through email	29-09-2020 10:30 Hrs
4.	Date and time for pre-bid meeting	29-09-2020 11:30 Hrs
5.	Last date and time for submission of bids	08-10-2020 15:00 Hrs
6.	Date and time of opening of pre-qualification bids	09-10-2020 11:00 Hrs
7.	Date of opening of financial bids	To be intimated later
8.	Address for communication	Punjab State e-Governance Society, O/o Department of Governance Reforms and Public Grievances, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160071
9.	Cost of tender document & mode of payment	Rs. 5,000/- (Rs. Five Thousand Only) through online mode.
10.	Earnest Money Deposit (EMD) through online mode	Rs. 2,00,000/- (Rs. Two Lakhs Only)

11.	Contact details	Mr. Palam Garg, Ad GM Mobile: +91 7259825006 Email: palam.garg@gmail.com
12.	Website for RFP reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/

Note:

2.1.1 In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

2.1.2 All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3. Definitions

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

3.1.1.1 “DGRPG” means Department of Governance Reforms and Public Grievances, Punjab.

3.1.1.2 “PSeGS” means Punjab State e-Governance Society (which is the implementing agency of DGRPG). The contract will be signed through PSeGS.

3.1.1.3 “Client” refers to any organization of Government of Punjab which places a work order in reference to the contract.

3.1.1.4 “Bidder” means business entity who submits bid in response to this tender.

3.1.1.5 “Bid” means proposal submitted by bidders in response to this tender.

3.1.1.6 “Committee” means the committee constituted by PSeGS for evaluation of bids.

3.1.1.7 “Software” may refer to Website, Mobile Application, Web Portal, Web Application, etc. including front-end and back-end.

3.1.1.8 “Similar work” means software development and maintenance.

3.1.1.9 “Service Provider” means the “bidder” empaneled for providing services of software development and maintenance.

3.1.1.10 “EMD” means “Earnest Money Deposit”.

3.1.1.11 “PBG” means “Performance Bank Guarantee”.

3.1.1.12 “Contract” refers to contract entered between PSeGS and the Service Provider.

3.1.1.13 “SLA” refers to “Service Level Agreement”.

3.1.1.14 “CV” refers to “Curriculum Vitae”.

3.1.1.15 “ToR” refers to “Terms of Reference”.

3.1.1.16 "IPR" refers to "Intellectual Property Rights".

4. Instructions to bidders

4.1 Invitation for bid

4.1.1 Punjab State e Governance Society (PSeGS) under the aegis of DGRPG, Govt. of Punjab works with several Govt. departments and provides multiple services to various departments and citizens. DGRPG also interfaces with citizens and department users via various applications like eSewa, mSewa, CaptainApp, COVA, Grievances portal and other applications. Under the 'Digital Punjab' initiative of the Govt. of Punjab, it has been decided to take support from the industry to fasten the pace of digital transformation of the State, to expedite the e-governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab.

4.1.2 Through this tender, PSeGS invites bids from interested bidders for getting empaneled as Service Providers for software development and maintenance of various portals and software being / to be developed for any organization of Government of Punjab. It is clarified that on the completion of the empanelment process, any organization of Government of Punjab can issue a work order to the empaneled Service Providers.

4.1.3 The Service Provider may be either asked to perform software development / maintenance services or provide services of technical manpower for the same. Refer Scope of Work for details.

4.1.4 On the basis of bidder's strength, the empanelment shall be made under different categories based on Average Annual Turnover for the last two Financial Years are as under:

Category	Average Annual Turnover for the last two FY	Value of work orders that can be issued to the Service Provider in one FY per department (excluding taxes)
Group 1	>= Rs. 50 lakhs and < Rs. 1 Cr	Upto Rs. 75 lakhs
Group 2	>= Rs. 1 Cr and < Rs. 3 Cr	Upto Rs. 2 Cr
Group 3	>= Rs. 3 Cr and < Rs. 5 Cr	Upto Rs. 4 Cr
Group 4	>= Rs. 5 Cr and < Rs. 15 Cr	Upto Rs. 10 Cr
Group 5	>= Rs. 15 Cr	Upto Rs. 15 Cr

4.1.5 Any Service Provider from any group would be able to apply against any ToR subject to the condition that its cumulative work order value for a particular FY per department is not exceeded as per the above table. For example, for a work order valued at Rs 2 Cr per annum, all Service Providers from Group 2, 3, 4 and 5 may apply subject to the condition that their cumulative work order values for that particular FY and department is not exceeded as per the above table.

4.2 Validity of bids

4.2.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. PSeGS reserves right to reject a proposal valid for a shorter period as non-responsive.

4.2.2 If required, PSeGS may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

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

4.2.4 PSeGS may, at its own discretion, extend the date for submission of proposals.

4.3 Amendment to the tender document

4.3.1 Amendments / corrigendum's / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

4.3.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, PSeGS, at its discretion, may extend the last date for the receipt of bids.

4.4 Clarifications on submitted bids

4.4.1 During process of evaluation of the bids, PSeGS may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.5 Earnest Money Deposit (EMD)

4.5.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

4.5.2 EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.

4.5.3 EMD of all unsuccessful bidders would be refunded by PSeGS as promptly as possible after signing of the agreement with the successful bidder.

4.5.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

4.5.5 The EMD will be forfeited on account of one or more of the following reasons:-

4.5.5.1 Bidder withdraws its bid during the validity period specified in the tender.

4.5.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

4.5.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

4.5.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

4.6 Preparation of bid

4.6.1 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.

4.6.2 Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.

4.6.3 The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.

4.6.4 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.

4.6.5 The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.

4.6.6 The bids submitted by consortium of companies/firms or any sub-contractors will be rejected.

4.6.7 All correspondences between the bidders and PSeGS shall be written in the English language.

4.6.8 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSeGS on the basis of this tender.

4.6.9 There is no minimum guarantee of business to the "Service Provider".

4.6.10 Failure to comply with the below requirements shall lead to the bid rejection

4.6.10.1 Comply with all requirements as set out within this tender.

4.6.10.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.

4.6.10.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

4.7 Disqualifications

4.7.1 PSeGS may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:

4.7.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.

4.7.1.2 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.

4.7.1.3 Failed to provide clarifications related thereto, when sought;

4.7.1.4 Submitted more than one bid (directly / indirectly);

4.7.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.

4.7.1.6 Submitted a bid with price adjustment/variation provision.

4.7.1.7 Documents are not submitted as specified in the tender document.

4.7.1.8 Suppressed any details related to bid.

4.7.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.

4.7.1.10 Not submitted documents as requested in the checklist.

4.7.1.11 Submitted bid with lesser validity period.

4.7.1.12 Any non-adherence/non-compliance to applicable tender content.

4.8 Deviations

4.8.1 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.

4.9 Clarification on tender document

4.9.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	Tender Clause No.	Page No.	Tender detail	Clause	Amendment Sought / Suggestion	Justification

4.10 Bid opening

4.10.1 PSeGS will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.

4.10.2 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 wish to be present at the time of bid opening.

4.10.3 Committee may, at its discretion, call for additional information from the bidder(s) through email / telephone / meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

4.11 Bid evaluation process

4.11.1 The bid evaluation will be carried out in a single stage process as under:

4.11.1.1 Pre-qualification / eligibility evaluation.

4.12 Eligibility / pre-qualification criteria

4.12.1 The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. All bidders who fulfill the given pre-qualification eligibility criteria shall be empaneled by PSeGS for providing software

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development / maintenance services. Non-conforming bids will be rejected and will not be eligible for any further processing.

4.12.2 The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
1.	Bidder should be either: <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
2.	The bidder should be in operation for at least the last two years as on 31st August 2020 in doing "Similar Work".	Work order / contract / copy of bills raised to validate the year and area of activities.
3.	The bidder should have successfully completed at least two "Similar Work" in government / large private organizations which involved providing "Similar Work" during the last three years till 31.08.2020 as per following details:- <ol style="list-style-type: none"> a. Group 1: Each "Similar Work" costing not less than the amount equal to Rs. 15 lakhs. b. Group 2: Each "Similar Work" costing not less than the amount equal to Rs. 30 lakhs. c. Group 3: Each "Similar Work" costing not less than the amount equal to Rs. 75 lakhs. d. Group 4: Each "Similar Work" costing not less than the amount equal to Rs. 1 Cr. e. Group 5: Each "Similar Work" costing not less than the amount equal to Rs. 2 Cr. 	Work orders along with the completion certificate/ satisfactory client certificate confirming year, cost and area of activity. Work orders (which are in progress) in which minimum 1 year has been completed will also be considered. Any other relevant documents for costing of each similar work may also be accepted.
4.	Bidder should have minimum annual average turnover as specified in Clause 4.1, in the last two financial years for which bidder's accounts have been audited.	<ul style="list-style-type: none"> • Audited Financial Statements OR • Certificate from statutory auditors clearly certifying the turnover requirements

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SN	Eligibility Criteria	Supporting documents
5.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for each of the last three audited financial years.	Certificate duly signed by statutory auditor of the bidder confirming the net-worth and profit after tax
6.	<p>The bidder should have professionally qualified full time personnel (having minimum qualification of B.E. / B. Tech. (in IT / CS / ECE) OR MCA on its payroll, with minimum 3 years of experience in software development and / or software testing as per below details:</p> <p>a) Group 1: Minimum 10 personnel</p> <p>b) Group 2: Minimum 20 personnel</p> <p>c) Group 3: Minimum 30 personnel</p> <p>d) Group 4: Minimum 40 personnel</p> <p>e) Group 5: Minimum 50 personnel</p>	Self-certified letter along with CVs of qualified personnel
7.	<p>The bidder shall submit the undertaking that the bidder :-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	Self-Certified letter
8.	The bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copy of relevant valid certificates

SN	Eligibility Criteria	Supporting documents
9.	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof
10.	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	Authorization letter

Note: All the above mentioned documents have to be scanned and uploaded.

4.12.3 Bidders registered as a startup with Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab, shall be exempted from eligibility criteria mentioned at Sr. No. 1 to 5 in the above table. Registered startups are required submit the self attested copy of the registration in order to avail the relaxations.

4.13 Issue of Letter of Intent (LoI)

All bidders who qualify the eligibility criteria mention above shall be declared as successful bidders. PSeGS will issue a Letter of Intent (LoI) to notify the successful bidders in writing about acceptance of their bids. The LoI will constitute the formation of the contract after submission of Fixed PBG to PSeGS as performance security by the successful bidder.

4.14 Performance security

4.14.1 The performance security is divided into two types – fixed and variable.

4.14.2 Fixed Performance Security:

4.14.2.1 As soon as possible, but not more than 15 days following receipt of letter of intent w.r.t. the award of the contract, each successful bidder shall furnish PBG to PSeGS as “fixed” performance security (one-time PBG only) as per details below:

SN	Group	Fixed PBG (in Rs.)
1.	A	1 lakh
2.	B	2 lakhs
3.	C	4 lakhs
4.	D	10 lakhs
5.	E	15 lakhs

4.14.2.2 This PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, "Service Providers" will have to extend the PBG proportionately.

4.14.2.3 In case a successful bidder fails to submit this PBG within the time stipulated, in addition to penalty specified in this document, PSeGS at its discretion may withdraw the Lol to that successful bidder without giving any notice and the EMD of the concerned bidder shall be forfeited.

4.14.3 Variable Performance Security:

4.14.3.1 Whenever a work order is issued by a Client, the concerned Service Provider would be required to submit a PBG with the concerned Client for an amount of 10% of the value of each work order within 2 weeks of its issue date failing which penalty will be applicable as mentioned in this document.

4.14.3.2 This PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the work order. Whenever the work order is extended, Service Provider will have to extend this PBG proportionately.

4.14.3.3 In case the concerned "Service Provider" fails to submit this PBG within the time stipulated, in addition to penalty specified in this document, the Client at its discretion may cancel the work order for the "Service Provider" without giving any notice and the Client may take further appropriate decision for issuing the work order to another empaneled Service Provider. The penalties would be recovered from the EMD / Fixed Performance Security of the concerned "Service Provider". The Service Provider would be required to replenish the Fixed Performance Security to the original amount. The contract of such Service Provider may be terminated by PSeGS on repeated instances of default.

4.14.4 The Service Provider will not be entitled for any interest on the PBG submitted.

4.14.5 PSeGS shall forfeit the PBG in full or in part in the following cases:

4.14.5.1 When the terms and conditions of contract are breached/ infringed.

4.14.5.2 When contract is being terminated due to non-performance of the Service Provider.

4.14.5.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.15 Signing of contract

4.15.1 The successful bidder will sign the contract with PSeGS within 10 days of submission of fixed performance security. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

4.16 Fraud and corrupt / malpractices

4.16.1 All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.

4.16.2 For this purpose, definitions of the terms are set forth as follows:

4.16.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.

4.16.2.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.

4.16.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.

4.16.2.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

4.16.3 PSeGS will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

4.16.4 PSeGS will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

5. Scope of Work

5.1 Introduction

5.1.1 The broad scope of work is being outlined in this document. The Client may elaborate the Scope of work as per their requirement while floating ToR and inviting proposals from empaneled Service Providers.

5.1.2 The Service Provider may be either asked to perform software development / maintenance services or provide services of technical manpower for the same as per details below:

5.1.2.1 Software Development and Maintenance Services: The Service Provider would be responsible for software development and maintenance services, the Scope of Work for which shall be floated separately in a ToR document among the empaneled Service Providers.

5.1.2.2 Providing services of technical manpower for Software Development and Maintenance: The Service Providers would required to provide the services of technical manpower for Software Development and Maintenance at the man month rates which would be

discovered after floating a ToR document among the empaneled Service Providers. The technical manpower would be assigned various activities related to Software Development and Maintenance.

5.1.3 The SoW and the complete procedure to be followed beginning from empanelment is as under:

5.1.3.1 PSeGS will empanel Service Providers based on this tender. Contracts would be signed with all Service Providers after submission of fixed PBG. However, while placing work order, the Client may opt for any one or all the services from the set of services for which the Service Providers have been empaneled.

5.1.3.2 When a Client requires any of the service for which the Service Providers have been empaneled, the Client shall form a committee to oversee the whole process of the project. A technical member from DGRPG will be part of the committee. The committee will prepare a ToR detailing their requirements and inviting proposals from empaneled Service Providers (including financial quote for all services required by the Client). It may be noted that the Client may choose any one or more services from the services for which the Service Providers have been empaneled. The Client will float the ToR through limited tender option on e-procurement portal of Government of Punjab.

5.1.3.3 Interested empaneled Service Providers will submit their proposal including financial bid.

5.1.3.4 Client will issue work order to the successful Service Provider based on L1 criteria (Refer sample financial format shared in this document).

5.1.3.5 The Service Provider will submit the variable PBG and start providing the services as per work order.

5.1.4 Software Development and Maintenance Services:

5.1.4.1 The broad scope of services for various types of projects, including web-based/mobile application development/Network Infrastructure, to be provided by the empaneled agencies is as under:

5.1.4.1.1 Requirements Study/Analysis of processes to be computerized

5.1.4.1.2 Preparation of SRS

5.1.4.1.3 Recommendations for Business Process Re-engineering in the Department

5.1.4.1.4 Report on hardware and network capacity planning & sizing

5.1.4.1.5 Development & Deployment of various software modules including mobile application development

5.1.4.1.6 Integration with legacy software (if required)

5.1.4.1.7 Performing all forms of Testing

5.1.4.1.8 User Acceptance Test of all modules

5.1.4.1.9 Data Migration including planning

- 5.1.4.1.10 Comprehensive Training of Employees for developed software
- 5.1.4.1.11 Final User Acceptance Test of integrated Application Software
- 5.1.4.1.12 Security Audit of the Software
- 5.1.4.1.13 Implementation support tasks
- 5.1.4.1.14 Handing over of Project related documents including Source Code with documentation for the software developed, Software executable, Project plans, Project status reports, Test Plans, Test Specifications and results, User Manuals, Training Materials, technical manual etc.
- 5.1.4.1.15 Final sign off
- 5.1.4.1.16 Change Management/Change Request.
- 5.1.4.1.17 Annual Maintenance and Operational support Contract, if required etc.
- 5.1.4.2 Requirement Gathering: The Service Provider will collect requirements from the Client and its stakeholders. The Service Provider will provide a detailed requirements specifications document and get approval of the Client.
- 5.1.4.3 Project plan with milestones: The Service Provider will submit project milestones in line with the expectations of the Client (To be provided by the Client in the ToR document or to be submitted in the project proposal by the Service Provider).
- 5.1.4.4 Design, Development and Testing: If this service is opted, the Service provider will design, develop and implement the software. The design must be finalized with inputs of the Client. Further, the Service Provider will undertake functional and performance testing of the software. The software will then be presented to the Client for UAT.
- 5.1.4.5 Security Audit: This service must be opted by the Client if “Design, Development and Testing service is opted. Further, this service can be opted as standalone service also (for example, if the software is already developed by an external agency but security audit is required. The Service Provider is required to fix the security issues within 15 days of receiving the report). If opted, the Service Provider shall undertake security audit of the application and provisioning of ‘Safe-to-Host’ certificate of at least two years validity from CERT-in empaneled agencies before deployment of the application. Post Go-Live, the security audit shall be undertaken on a yearly basis. In case of major code changes, the security audit may again be conducted. The Service Provider shall be responsible for fixing security issues and complying with the suggestions made in the security audit reports within 15 days of receiving the report. For all security audits, the Service Provider will be paid as per rates discovered at the time of floating of ToR by the department. It may be noted that if the Client opts to get security audit done at its own level, the Service Provider shall still be responsible for fixing security issues and complying with the suggestions made in the security audit reports. All suggestions / issues reported must be fixed by the Service Provider within 15 days of receiving the report.
- 5.1.4.6 Compliance to GIGW, WCAG, W3C, etc.: If opted by the Client, the software shall be made compliant with latest GIGW, WCAG, W3C and any other compliance required by guidelines of Government of India / Punjab by the Service Provider. This service must be opted by the Client if “Design, Development and Testing service is opted. Further, this

service can be opted as standalone service also (for example, if the software is already developed by an external agency but compliance is required. The Service Provider is required to fix the compliance issues within 15 days of the issues being reported).

5.1.4.7 Demonstration and Training: The Service Provider shall provide demonstration and training to concerned stakeholders on usage of the software w.r.t. admins and users. The Service Provider will only be responsible for providing a trainer for the trainings. Training room, stationery, etc. shall be arranged by the Client.

5.1.4.8 Hosting of the software in SDC: The Service Provider shall coordinate with the State Data Center (Punjab) team to get the software hosted in SDC. The hosting charges of SDC shall be paid directly by the Client to the PSeGS.

5.1.4.9 Go-live of the software: Go-live of the software will mean completion of following activities as per work order: design, development, testing, compliance as per government guidelines, security audit, demonstration, training and hosting of the software in SDC.

5.1.4.10 Annual Maintenance: If the service is opted by the Client, Service Provider shall maintain the software including changes in design, architecture, addition / deletion / modification of web pages, software updates, patches, updates required in the software due to updating of underlying software, etc. It may be noted that the Client may opt for maintenance of its existing portal prepared by another vendor. The Service Provider will be required to understand the working of the existing portal and start maintaining it within a period of 1 month of release of work order (payments will be applicable after this 1 month period is over).

5.1.4.11 Handover and knowledge transfer: At any moment of time, the Client may request the Service Provider to share the source code, database schema / backup, creatives, all types of login credentials, images, video, audio files, design documents, latest API documents and project technical documentation and any other information / documents related to the software as it is the Intellectual Property Right of the Client. However, the Service Provider shall be mandatorily required to handover the software to the Client with proper source code, documentation and knowledge transfer before exiting the project.

5.1.4.12 The indicative qualification and experience of the manpower to be deployed for the project is: B.E. / B. Tech. in IT / CS / ECE OR MCA, with minimum 5 years of experience in software development / software testing / handling databases. The exact qualification and experience of the manpower shall be mentioned separately by the Client in the ToR.

5.1.4.13 The Service Provider must adhere to the project timelines as requested by Client in the ToR OR as proposed by the Service Provider in its proposal submitted in response to the ToR.

5.1.4.14 It is essential that the Service Provider uses latest and proven open source technologies to develop such software by following industry standard techniques / best practices.

5.1.4.15 In case of the work involves development of website, the website of the Client must be CMS based with the Client having full control over the content.

5.1.4.16 The detailed SoW regarding the software shall be mentioned in the ToR floated by the Client.

5.1.4.17 SSL certificate for 4th level domains is provided by PSeGS free of cost. In most cases, this SSL certificate will be used. In case, the Client wishes not to use 4th level domain, SSL certificate cost shall be borne by the Client. The Client shall specify SSL certificate requirements in the ToR document and accordingly invite commercial quote for it.

5.1.4.18 The software must be responsive and accessible from any device, OS and browser.

5.1.4.19 Logs to be enabled for Web Server / DB Server.

5.1.4.20 SMS and email gateway shall be provided by the Client. SMS cost if any shall be borne by the Client.

5.1.4.21 The required software / tools for hosting of the software at SDC shall be arranged by the Client.

5.1.4.22 All liabilities, whatsoever, on account of copyrights or any other reason, if any, shall be borne by the bidder.

5.1.4.23 Any royalties or patents or the charges for the use of content, images, software etc. thereof that might involve in the contract shall be borne by the Service Provider.

5.1.4.24 The indicative schedule of payments against Software Development and Maintenance Service as per rates discovered after floating ToR is given below. The actual milestones will be provided in the ToR by the Client:

SN	Service / Activity	Payment (after deduction of taxes and penalties)
1.	GIGW, WCAG, W3C, and other compliance as per guidelines of Gol / GoP	100% on completion of UAT and submission of self-certified letter from the Service Provider
2.	Security audit	100% on submission of security audit certificate. Applicable for each audit
3.	Design and Development of software	5% on approval of SRS document 30% on completion of UAT 10% on completion of Demonstration and Training 40% on completion of hosting in SDC 15% on Go-live of software
4.	Annual maintenance	Payable in quarterly installments

5.1.5 Providing services of technical manpower for Software Development and Maintenance:

5.1.5.1 A indicative format regarding the personnel required along with their qualification, experience and skillset is as under. The actual requirements shall be shared by the Client in the ToR:

SN	Post	Qualification and Experience	Skills Required	Qty
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Tender document for empanelment of Service Providers for Software Development

1.	Developer	B.E. / B. Tech. (in IT / CS / ECE) OR MCA with minimum 5 years of experience in software development and / or software testing	PHP, Node.js, AngularJS, Linux scripting, Python, programming for handling concurrent connections, etc.	5
2.	Quality Assurance Engineer	B.E. / B. Tech. (in IT / CS / ECE) OR MCA with minimum 5 years of experience in Software development & software testing	Selenium, QA automation, Worked on QA tools like load testing tools, etc.	2
3.	DBA	B.E. / B. Tech. (in IT / CS / ECE) OR MCA with minimum 5 years of experience as DBA	Any of the following databases: MySQL, MongoDB, PostgreSQL, MariaDB, SQLite, etc.	1

5.1.5.2 The work done by the personnel shall be IPR of the Client. The Service Provider shall ensure handover of complete source code, database backup / schema, creatives, designs or any other material related to the project at the time exit of any personnel.

5.1.5.3 The Client will have prior discussion with the resources being posted for the job to find out their suitability and decide to accept his/her services.

5.1.5.4 The Client will have right to upscale or downscale any number of resources during contract period under same terms & conditions by serving one month's notice to the Service Provider.

5.1.5.5 Resources deployed by the Service Provider will be subjected to the disciplines, office decorum, etiquette as applicable to any other staff of the Client.

5.1.5.6 The Client may request for substitute of any resource if it is dissatisfied with the services of any of the resources deployed by the Service Provider.

5.1.5.7 The payments against providing services of technical manpower for Software Development and Maintenance shall be released on monthly basis as per man-month rates discovered after floating ToR after deduction of taxes and penalties.

5.1.6 General conditions regarding SoW:

5.1.6.1 Resources will work for 6 days per week. In case of any urgency, they can be called on public holidays or weekends. One day leave per resource per month will be allowed after approval from the Client. In case leave taken is more than one day per month, deductions will apply as per SLA.

5.1.6.2 One month notice must be given before replacement of a resource (wherever allowed).

5.1.6.3 Service Provider shall ensure to carry out the due-diligence background check of all the resources deployed during the course of the contract.

5.1.6.4 The personnel may have to be deployed full-time / part-time / onsite / offsite as per the requirement of the Client. This shall be specified by the Client while floating ToR.

5.1.6.5 All incidental costs like travel, licenses, subscriptions, and tools required to support design and development activity of the software, laptops to the developers deployed by the Service Provider, etc. shall be responsibility of the Service Provider at its own cost.

5.1.6.6 SLAs and penalties shall be applicable as mentioned in this document.

5.1.6.7 The Service Provider shall ensure all statutory and regulatory compliance like ESI, EPF and Minimum Wages Act.

5.1.6.8 The Service Provider will not have the right to use / reproduce the software in whatsoever manner even after the end of this contract.

5.2 Outsourcing / subletting

5.2.1 No part of the contract should be outsourced by the Service Provider. The manpower deployed must be on the payroll of the Service Provider.

5.3 SLA and Penalties

5.3.1 The mandatory SLAs and penalties are mentioned below. The Client may make amendments in the “Target / Service Level” and the applicable penalty as per their requirements. The Client may add more SLAs as per their requirement in the ToR while inviting proposals. Penalties may be recovered from pending / future payments and / or PBG.

S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
1.	Submission of PBG	PBG	15 days from the issue of letter of intent (LoI)	Rs. 1,000/- per day
2.	Signing of contract	Signed contract	10 days from submission of fixed PBG	Rs. 1,000/- per day
3.	Submission of variable PBG	PBG	Within 2 weeks of release of work order	5% of variable PBG value per day

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S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
4.	Kick off meeting	-	Within one week of issue of work order	Rs. 500 per day
Valid only in case of Software Development and Maintenance Services				
5.	Implementation of the project as per timelines agreed between Client and Service Provider	-	As per agreed timelines mentioned in the ToR floated by the Client OR as per proposal submitted by Service Provider in response to ToR	Rs. 500 per day
6.	Finalization of document containing tentative requirements and design of the software	Document containing tentative requirements and design of the software	Within 3 weeks of issue of work order	Rs. 500 per day
7.	One-time data entry at the time of Go-live of software (content update) [Applicable only if the service is opted by the Client]	-	At the time of presenting the software for UAT	Rs. 500 per day
8.	GIGW, WCAG, W3C and any other compliance as per guidelines of Government of India / Punjab	Self-certified letter from Service Provider	At the time of presenting the software for UAT	Rs. 500 per day
9.	Presenting of software for UAT	Software for UAT	As per agreed timelines mentioned in the ToR floated by the Client OR as per proposal submitted by Service Provider in response to ToR	Rs. 500 per day

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S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
10.	Training of users	Conduct training	At the time of presenting the software for UAT OR Within 2 days of written request	Rs. 500 per day
11.	Security audit from CERT-in empaneled agency	Security audit certificate of 2 year validity	Within 3 weeks of completion of UAT	Rs. 500 per day
12.	Fixing of security issues raised in the security audit report	Fixing of security issues during the re-audit	Within 7 days of receiving of security audit report	Rs. 500 per day
13.	Go-live of software on SDC	Software hosted in production environment on SDC	Within 7 days of receiving of security audit certificate	Rs. 500 per day
14.	Regular data entry (content update) during maintenance phase [Applicable only if the service is opted by the Client]	-	Within one day of written intimation	Rs. 500 per day
15.	Handover of complete source code, database backup / schema, creatives, designs or any other material related to the project at the time of Go-live of software	Source code, database backup / schema, creatives, designs or any other material related to the project	At the time of Go-live / hosting of software in production environment in SDC	Rs. 1,000 per day. The Service Provider may also be blacklisted if the delay is beyond one month.
16.	Handover of complete source code, database backup / schema, creatives, designs or any other material related to the project	Source code, database backup / schema, creatives, designs or any other material related to the project	Within 2 weeks of expiry / termination of the tasks defined in the work order	Rs. 1,000 per day. The Service Provider may also be blacklisted if the delay is beyond one month.

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S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
	project at the time exit from the work order			
17.	Implementing the changes requested by the Client in the software during maintenance phase (if maintenance service is opted by the Client)	Change implemented by the Service Provider	As per mutual agreement between the Client and Service provider (timeline will depend upon the amount of change required)	Rs. 500 per day
18.	Issue resolution during maintenance phase (if maintenance service is opted by the Client)	Resolution of issue	Within 2 days of written intimation	Rs. 500 per day
19.	Use of open source technologies only	-	-	No payments will be made until re-development of software using open source technologies failing which EMD and PBG shall be forfeited.
20.	The personnel deployed should be on the payroll of the "Service Provider"	-	-	Rs. 10,000/- per instance and no payment for the deliverables prepared by the concerned resource. Forfeiture of EMD and PBG on repeated instances.
21.	The personnel deployed must have the qualification and experience as specified in this document or as revised in ToR document	-	-	Rs. 10,000/- per instance and no payment for the deliverables prepared by the concerned resource. Forfeiture of EMD and PBG on repeated instances.

S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
Valid only in case of providing services of technical manpower for Software Development and Maintenance				
22.	Delay in deployment / substitution of resources		Service Provider shall deploy resources within 15 days from (1) date of issue of work order OR (2) the date of issue of a change order for addition / substitution of resources.	110% of the man day cost of the concerned resource per day
23.	The personnel deployed should be on the payroll of the "Service Provider"	-	-	Rs. 10,000/- per instance and no payment for the concerned resource. Forfeiture of EMD and PBG on repeated instances.
24.	The personnel deployed must have the following qualification and experience as prescribed in the ToR document	-	-	Rs. 10,000/- per instance and no payment for the concerned resource. Forfeiture of EMD and PBG on repeated instances.
25.	Substitution of resources from those whose CVs were provided in the proposal in response to the ToR (except in case of death, medical incapacity and resignation) for six months since the issue of work order	-	-	Rs. 50,000 per instance

S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
26.	Only one resource replacement shall be allowed per year (subject to approval from the Client) after the first six months have passed since the issue of work order (except in case of death, medical incapacity, resignation)	-	One resource replacement is allowed per year (subject to approval from the Client)	Rs. 50,000 per instance
27.	Signing of Non-Disclosure Agreement by each resource deployed by the Service Provider	-		Rs. 10,000 per instance
28.	Each resource will be allowed one leave per month	-	Each resource will be allowed one leave per month	110% of the man day cost of the concerned resource per day
29.	Providing substitute resource of equivalent or higher qualification and experience if a resource is on leave more than 5 working days at a stretch	-	Providing substitute resource if a resource is on leave more than 5 working days at a stretch	110% of the man day cost of the concerned resource per day. This penalty is in addition to penalty due to taking more than one leave per month.

6. General Contract Conditions

6.1 Standards of performance

6.1.1 The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of

any matter relating to this contract as faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

6.2 Contract period

6.2.1 This contract shall be valid for a period of 3 years initially from the date of signing of contract. If the services of the Service Provider are found satisfactory, contract may be extended on the same prices for an additional period of maximum 2 years (1 year at a time) by mutual consent on the same terms & conditions.

6.3 Payment terms

6.3.1 Payment to the Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS.

6.3.2 Payments shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

6.3.3 The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

6.3.4 All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.

6.4 Confidentiality

6.4.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

6.4.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.

6.4.3 During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.4.4 The Service Provider will maintain the confidentiality of the data stored on the computer systems of end customer. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the firm.

6.5 Termination of contract for default

6.5.1 The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 2 months' written notice. In such case, the provisions under Exit Management clause shall apply.

6.6 Termination of contract for insolvency, dissolution etc.

6.6.1 The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client. In such case, the provisions under Exit Management clause shall apply.

6.7 Termination for convenience

6.7.1 The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

6.8 Exit Management

6.8.1 On expiry or premature termination of the contract, the Service Provider shall handover the complete source code, database backup, login credentials, design documents,

latest API documents and project technical documentation, etc. to the Client, failing which appropriate action shall be taken against the Service Provider including blacklisting.

6.8.2 The complete knowledge regarding the software shall also be transferred in writing to the Client through appropriate documents as well as in the form training officials designated by the Client.

6.9 Force Majeure

6.9.1 The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.9.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

6.9.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.10 Resolution of disputes

6.10.1 If any dispute arises between parties, then these would be resolved in following ways:

6.10.1.1 Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.10.1.2 Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mohali / Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client

and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.11 Legal Jurisdiction

6.11.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

6.12 Amendment to the contract

6.12.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

7. Bid formats

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

7.1 Covering letter

Bid Reference No. : PSeGS/Soft_Dev/2020/1

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

To

Member Secretary,
Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,
Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali-160071

Sub: Submission of bid for <Mention tender title>

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced tender and submit our bid in full conformity with the said tender.
2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, deviations, if any, found in our bid shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and any additional documents submitted, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not re-imburse any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating / co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. Tender document cost and EMD has been paid online and the details are as below:-
[Insert the details as applicable].
11. Our details have been filled below:-

SN	Particulars	Details
1.	Name of the bidder	
2.	Address with telephone numbers, email, etc.	
3.	Date of incorporation and/or commencement of business	
4.	Registration Number	
5.	PAN Number	
6.	GST Registration Number	
7.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8.	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

13. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

S. No.	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

7.2 Eligibility criteria form

Bid Reference No.: PSeGS/Soft_Dev/2020/1

7.2.1 The compliance against each of the particulars provided under Clause 4.12 is to be submitted as per below format:-

Sl. No.	Particulars	Eligibility Criteria	Supporting documents	Pg. No.	Compliance (Yes / No)
...

7.3 Sample financial bid format with sample instructions

[This is a sample of commercial bid form to give an idea of how commercial bidding shall take place after Client floats ToR and invites proposals from empaneled "Service Providers". This form is NOT to be filled by the bidders in response to this tender]

7.3.1 Sample financial bid format for Software Development and Maintenance Services:

SN	Service	Frequency	Price in Rs. (excluding taxes)	Taxes in %	Price in Rs. (including taxes)
1.	Design and Development of the software	one-time			
2.	GIGW, WCAG, W3C, and other compliance as per guidelines of Gol / GoP	one-time			
3.	Security audit	one-time			

4.	Annual maintenance	continuous activity			
Total Cost in Rs. (including taxes)					

7.3.2 Sample financial bid format for providing services of technical manpower for Software Development and Maintenance:

SN	Profile	Qty (A)	Monthly unit cost excluding taxes in Rs.	Taxes in %	Monthly unit cost including taxes in Rs. (B)	Total Monthly cost including taxes in Rs. (A * B)	Total Annual cost including taxes in Rs.
1.	Developer	5					
2.	Quality Assurance Engineer	2					
3.	DBA	1					
Total Cost in Rs. (including taxes)							

7.3.3 Month will be taken as 30 days for any calculations.

7.3.4 Taxes will be paid as applicable from time to time.

7.3.5 The prices shall remain fixed for the complete work order period. No price change request will be accepted after opening of the proposals and during the validity of the work order.

7.3.6 The bidder offering lowest "Total Cost in Rs. (including taxes)" as per the services opted by the Client would be termed as L1 (Least Cost) bidder or the successful bidder.

7.3.7 Any conditional commercial bid will lead to disqualification of the entire bid.

7.3.8 Bidder quoting zero or negative service charges will be treated as non-responsive.

7.3.9 In the financial bid format, the bidder must quote prices of all line items. If the bidder fails to quote price of any of the line item, then the bid of the concerned bidder shall be rejected.

7.4 Format for Performance Bank Guarantee

Member Secretary
Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,

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Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of RFP No: / Contract no. <<insert RFP / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

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

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.