

## NOTICE INVITING e-TENDER

Online Tender documents are invited for “ **Development, operations and maintenance of Single Mobile Platform for various services in West Bengal**”. Reputed Value added Service Providers/System Integrators having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated time.

1.	Tender No. & Date	WTL/PAR/SMP/17-18/033 Dated 02.01.2018
2.	Tender Version No.	1.0
3.	Brief description of material	Development, operations and maintenance of Single Mobile Platform for various services in West Bengal
4.	Tender Fee	Rs. 6,000.00 (Rupees Six thousand only)
5.	Earnest Money Deposit	Rs. 14,00,000.00 (Rupees Fourteen Lakhs Eighty Eight Thousand only) in the form of Demand Draft from any Nationalised Bank or any Scheduled Commercial bank in favour of Webel Technology Limited payable at Kolkata
6.	Date of Downloading/Sale of Tender document	02.01.2018
7.	Pre-Bid Meeting date & time	09.01.2018 at 12.00 Hrs <ul style="list-style-type: none"> <li>• Only two persons for each intending bidder’s organization will be allowed to attend the Pre Bid Meeting.</li> <li>• The person should have proper authorization in respective company Letter Head.</li> <li>• Only queries as per format reaching WTL by 08.01.2018 at 11.00 hrs will be taken for decision.</li> </ul> <p>Queries will be sent to Sri Abhishek Roy (<a href="mailto:abhishekroy.dit@gmail.com">abhishekroy.dit@gmail.com</a>), Sri Vivek Goenka (<a href="mailto:vgoenka81@gmail.com">vgoenka81@gmail.com</a>), Sri Sunit Bhattacharjee (<a href="mailto:sunit.bhattacharya@wtl.co.in">sunit.bhattacharya@wtl.co.in</a>/<a href="mailto:sunit.bhattacharya@webel-india.com">sunit.bhattacharya@webel-india.com</a>), Sri Arunava Saha (<a href="mailto:arunava.saha@wtl.co.in">arunava.saha@wtl.co.in</a>/<a href="mailto:wtlpurchase@gmail.com">wtlpurchase@gmail.com</a>), Sri Niharendu Chaudhury (<a href="mailto:niharendra.choudhury@wtl.co.in">niharendra.choudhury@wtl.co.in</a>/<a href="mailto:niharendra.choudhury@webel-india.com">niharendra.choudhury@webel-india.com</a>)</p>
8.	Bid Submission Start date & time	19.01.2018 at 12.00 Hrs
9.	Last date & time of EMD & Tender Fee submission	31.01.2018 at 14.00 Hrs
10.	Last date & time of Bid Submission	29.01.2018 at 15.00 Hrs
11.	Date & time of Technical Bid Opening	31.01.2018 at 15.00 Hrs
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Application Fee	WEBEL TECHNOLOGY LIMITED (A Government. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	Contact person	Sri Abhishek Roy ( <a href="mailto:abhishekroy.dit@gmail.com">abhishekroy.dit@gmail.com</a> ), Sri Sunit Bhattacharjee ( <a href="mailto:sunit.bhattacharya@wtl.co.in">sunit.bhattacharya@wtl.co.in</a> / <a href="mailto:sunit.bhattacharya@webel-india.com">sunit.bhattacharya@webel-india.com</a> ), Sri Arunava Saha ( <a href="mailto:arunava.saha@wtl.co.in">arunava.saha@wtl.co.in</a> / <a href="mailto:wtlpurchase@gmail.com">wtlpurchase@gmail.com</a> )

1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender application fee) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft from any Nationalized Bank or Scheduled Commercial Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against tender fees & Earnest Money Deposit (EMD) in the form of DD should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 14:00 Hrs of 31.01.2018
1. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
2. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in this Tender Document.
3. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

## **Disclaimer**

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1. This RFP document is neither an agreement nor an offer by The Client to the prospective bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. The Client does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for The Client to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by The Client in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. The Client will not have any liability to any prospective agency / firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the project, the information and any other information supplied by or on behalf of The Client or their employees, any bidders or otherwise arising in any way from the selection process for the Project. The Client will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. The Client will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that The Client is bound to select a bidder or to appoint a System Integrator, as the case may be, for the project and The Client reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. The Client also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The Client reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of The Client.

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## Fact Sheet

The bidders should be provided with this **Fact Sheet** comprising of important factual data on the bid.

Clause Reference	Topic
Project Name and Initiator	<b>Development, operations and maintenance of Single Mobile Platform for various services</b> - Webel Technology Limited
Method of selection	The <i>QCBS evaluation (Quality : Cost) basis</i>
Mode of Biding	E-bidding
RFP Download	RFP document can be downloaded from the website <a href="https://www.wbtenders.gov.in">https://www.wbtenders.gov.in</a>
Bid Participation Fees	<ul style="list-style-type: none"><li>• RFP Processing Fees of Amount <b>INR 6,000.00/- (Rupees Six Thousand Only )</b> shall be paid by the bidders in the form of Demand Draft from a Scheduled Banks in favour of "Webel Technology Limited". For the purpose of clarity, Scheduled Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934.</li><li>• RFP Processing Fees should be submitted along with the Bid documents by the bidders.</li><li>• Bids not accompanied with the RFP processing fees shall be liable to be rejected by The Client Ltd.</li><li>• The bidder shall have to upload scanned copy of the demand draft on e-biding website along with all the other Bid documents within the timelines for bid submission.</li><li>• The Bank Demand Draft shall be submitted in original at the time of bid opening . Non submission of Original Bank Demand Draft shall lead to rejection of the Bidder.</li></ul>

Clause Reference	Topic
Earnest Money Deposit	<ul style="list-style-type: none"> <li>• Earnest Money Deposit by Bank Demand Draft of <b>INR 14,00,000.00 (Rupees Fourteen Lakhs Only)</b> from a scheduled Indian Bank in favour of "Webel Technology Limited". For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934.</li> <li>• EMD fees shall be submitted along with the Bid documents by the bidders. Bids not accompanied with the Earnest Money Deposit shall be liable to be rejected by The Client Ltd.</li> <li>• If Demand Draft is provided, the bidder shall have to provide a fresh demand draft in case the process of tendering is not completed within the validity of the demand draft.</li> <li>• The bidder shall have to upload scanned copy of the demand draft on e-bidding website alongwith all other Bid documents within the timelines for bid submission.</li> <li>• The Bank Demand Draft shall be submitted in original at the time of bid opening. Non submission of Original Bank Demand Draft shall lead to rejection of the Bidder.</li> </ul>
Taxes	The Bid price shall be exclusive of GST but inclusive of all other Input Taxes as applicable to meet the deliverables as part of this project GST shall be paid over and above the rates quoted in financial bid
Bid Validity	Proposals must remain valid for 180 days after the submission date.
Bid Submission	All bid related documents for Pre-Qualification Criteria, Technical Bid and Commercial Bid are to be submitted concurrently duly digitally signed in the website <a href="https://www.wbtenders.gov.in">https://www.wbtenders.gov.in</a>
Mode of Submission of Bid	The proposal submission address is only through e-bidding website <a href="https://www.wbtenders.gov.in">https://www.wbtenders.gov.in</a>
Contract period	Go Live + 3 years of operation maintenance and warranty period

## 1 Date & Time Schedule

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	02.01.2018
2	Documents download/sale start date (Online)	02.01.2018
3	Last Date and time of sending the queries (Offline)	08.01.2018 at 11:00 hrs
4	Pre Bid Meeting at WTL Office (Off Line)	09.01.2018 at 11:00 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	19.01.2018 at 14:00 hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	31.01.2018 at 14:00 hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Documents, in case the bidder did not attend the Pre Bid Meeting (Off line)	31.01.2018 at 14:00 hrs
9	Bid Submission closing date & time (On line)	29.01.2018 at 15:00 hrs
10	Bid opening date & time for Technical Proposals (Online)	31.01.2018 at 15:00 hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

## **2 Background Information**

### **2.1 Basic Information**

- a. The Client invites responses (“Bids”) to this Request for Proposals (“RFP”) from entities (“Bidder”) for the provision of e-Governance System Implementation Services as described in this RFP, “Scope of Work” (“the System Implementations/Turnkey Solutions”).
- b. Any contract that may result from this Government procurement competition will be issued for a term of period as defined in timelines of the project and Post Implementation 3 years for Operations , onsite comprehensive support and systems maintenance (“the Term”).
- c. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

### **2.2 Mode of Bidding**

In the event of e-filling, intending bidder may download the bid documents from the website <https://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. The RFP document consisting of Phase-wise Scope of work, Timeline Criteria, IT Infrastructure related requirements, intended business outcome for the Government from the project, terms and conditions to be complied with and other necessary documents can be seen and downloaded from <https://www.wbtenders.gov.in>

E-bids are invited from agencies with sound technical and financial capabilities for design, development, implementation and maintenance of an end to end IT solution as detailed out in the Scope of Work of RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in the RFP Document.

### **2.3 Project Background**

The state government envisages to bring various e-governance services pertaining to citizens and establishments ie G2C and G2B on the mobile platform. Mobile as a device provides the flexibility to a person to avail services on real time basis and without any movement. Since the penetration of mobile phones in the state is very high, these e-services if provided to the citizens through mobile platform are expected to benefit the citizens in terms of time, effort and money.

There are multiple e-services provided by various state government departments in G2C and G2B category which are provided through individual platforms. For availing each of these services the citizen has to login multiple times, remember multiple username and passwords. All these services have different fee structure as well and payment of which is again in multiple instances.

As such there is a need to integrate these multiple services on one single platform and that too on mobile platform so that multiple e-services can be accessed and availed at one time through a single mobile based platform.

### 3 Instructions to the Bidder

- i. The Client named in the Fact sheet will select a firm/ organisation / Consortium (the System Integrator), in accordance with the method of selection specified in the fact sheet. Bidders are advised that the selection of bidder shall be on the basis of an evaluation by The Client through the selection process specified in this RFP (the "Selection Process"). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that The Client's decisions are without any right of appeal whatsoever.
- ii. The bidders are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as "the Proposal"), as specified in the Fact sheet, for the services required for the project. The term "Bidder" refers to a single entity or the group of entities coming together to execute the project. The Proposal will form the basis for contract signing with the selected bidder. The Project shall be implemented in accordance with the requirements as detailed in this document.
- iii. The bidder shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the bidder shall be required to enter into a contract with The Client in the form specified in this RFP (the "Contract").
- iv. Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- v. The Client will timely provide, at no cost to the bidder, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the project available with The Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the bidders towards preparation of their proposals. The bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by The Client.
- vi. Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- vii. The Client requires that the bidder provides professional, objective, and impartial advice and at all times hold The Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of The Client and the Project.
- viii. It is The Client's policy to require that the bidders observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, The Client :
  - a. Defines, for the purposes of this provision, the terms set forth below as follows :

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
    - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to The Client, and includes collusive practices among bidder (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive The Client of the benefits of free and open competition.
  - b. Will reject the Proposal for award if it determines that the bidder has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - c. Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- ix. All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the Proposal Due Date, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- x. All agreements to be signed by parties will have the jurisdiction of the courts in Kolkata and shall be governed by appropriate laws in India
- xi. Details related to timelines and submission of deliverables at each stage is given in the Scope of Work.
- xii. The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Submission date ie Proposal Due Date (the "PDD").
- xiii. Brief Description of the Selection Process: The Client has adopted a three stage selection process (collectively the "Selection Process") for evaluating the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals to be submitted in website. The Pre-Qualification Proposal along with the processing fee, The Technical Proposal, Financial Proposal and Bid Security shall be placed in folders provided in the website. The submissions for Pre-Qualification shall be evaluated first as specified in this RFP. Subsequently the technical evaluation as specified in this RFP will be carried out only for those bidders who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified bidders shall be prepared. Only the Financial Proposals of technically qualified bidders will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFP. The first ranked bidder shall be selected for discussion (the "Selected bidder") while the second ranked bidder will be kept in reserve.
- xiv. Number of Proposals: No bidder shall submit more than one bid for the project. A bidder applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- xv. Visit to The Client and Verification of Information: Bidders are encouraged to submit their respective Proposals after visiting the office of The Client or its delegates as the case may be, and

ascertaining for themselves the availability of documents and other data with The Client, Applicable Laws and regulations or any other matter considered relevant by them.

- xvi. Right to reject any or all Proposals:
- a. Notwithstanding anything contained in this RFP, The Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - b. Without prejudice to the generality of above, The Client reserves the right to reject any Proposal if
    - i. At any time, a material misrepresentation is made or discovered, or
    - ii. The Bidders does not provide, within the time specified by The Client, the supplemental information sought by The Client for evaluation of the Proposal.
  - c. Such misrepresentation/ improper response by the Bidders may lead to the disqualification of the Bidders. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Bidders gets disqualified/ rejected, then The Client reserves the right to consider the next best Bidders, or take any other measure as may be deemed fit in the sole discretion of The Client, including annulment of the Selection Process.
- xvii. Acknowledgement by Bidders : It shall be deemed that by submitting the Proposal, the Bidder has:
- a. Made a complete and careful examination of the RFP;
  - b. Received all relevant information requested from The Client;
  - c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of The Client;
  - d. Satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e. Acknowledged that it does not have a Conflict of Interest; and
  - f. Agreed to be bound by the undertaking provided by it under and in term hereof.
- xviii. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidders in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by The Client.
- xix. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

### 3.1 Pre-Bid Conference

The Client will host a Pre-Bid Conference, as per schedule provided in the Fact Sheet above. The date, time and venue of the conference will be available on website of The Client. The representatives of the shortlisted organizations may attend the pre-bid conference at their own cost. The purpose of the

conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. Pre-Bid Conference will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

### 3.2 Response to Bidder’s Queries

All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person.

The queries should necessarily be submitted in the following format:

#	Bidding Document Reference(s) (section number/ page number)	Content of RFP requiring clarification	Points of clarification Required

All enquiries should be sent either through email or hand delivery. The Client shall not be responsible for ensuring that bidders enquiries have been received by them. However, The Client neither makes any representation or warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posed by the bidders. All responses given by The Client will be distributed to all the bidders.

### 3.3 Supplementary Information / Corrigendum / Amendment to the RFP

- i. If The Client deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/corrigendum to this RFP. Such supplemental information/ amendment / corrigendum will be made available on e-bidding website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- ii. At any time prior to the deadline (or as extended by The Client) for submission of bids, The Client, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- iii. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, The Client, at its discretion, may extend the deadline for the submission of bids.

### 3.4 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by The Client to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement) and all such activities related to the bid process. This RFP does not commit The Client to award a contract. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

### 3.5 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the bidder to The Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the Scope of Work. The study outputs shall remain the property of The Client and shall not be used for any purpose other than that intended under the scope of work without the permission of The Client.

### 3.6 Right to terminate the Process

The Client makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by The Client. The bidder's participation in this process may result in The Client selecting the bidder to engage in further discussions towards execution of a contract. The commencement of such discussions does not, however, signify a commitment by The Client to execute a contract

### 3.7 Earnest Money Deposit (EMD)- Bid Security

- i. Bidders shall submit, along with their Bids, an EMD in the manner and amount mentioned in the Fact sheet above
- ii. EMD should be valid for 225 days (180 days bid validity period+ 45 days beyond bid validity) from the opening date of the tender. Bid security in any other form will not be accepted.
- iii. EMD shall be returned to the unsuccessful bidder at the earliest after final bid validity and latest on or before the 30th day after the award of contract to successful bidder. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee. Also, bid security should remain valid for a period of 45 days beyond the final bid validity period.
- iv. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- v. The bid submitted without bid security, mentioned above, will be summarily rejected.
- vi. The bid security may be forfeited:
  - o If a bidder withdraws its bid during the period of bid validity
  - o If the bidder fails to sign the contract in accordance with terms and conditions (Only in case of a successful bidder)
  - o Fails to furnish performance security
  - o Any information given is found wrong.

### 3.8 Authentication of Bids

The original and all copies of the bid shall be typed or written in indelible ink and digitally signed by the Bidder or a person duly authorized. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. The bid along with all documents uploaded shall be digitally signed by the bidder. The Proposals must be digitally signed by the authorised representative (the "Authorised Representative") as detailed below:

- i. By the proprietor in case of a proprietary firm;
- ii. By a partner, in case of a partnership firm and/or a limited liability partnership; or

- iii. By a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- iv. By the Authorised Representative of the Lead Firm, in case of consortium; and, Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.

### **3.9 Interlineations in Bids**

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

### **3.10 Venue & Deadline for submission of proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted through website for e-bid submission as mentioned in the Fact Sheet.

### **3.11 Late Bids**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained

### **3.12 Eligibility of bidders**

- I. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- II. A bidder or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 / 2013 or a body corporate incorporated under the applicable laws of its origin.
- III. A bidder shall not have a conflict of interest that may affect the Selection Process or the Project (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, The Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to The Client for, inter alia, the time, cost and effort of The Client including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to The Client hereunder or otherwise.
- IV. A bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - a. The Bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid

up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - ii. Subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- b. A constituent of such Bidder is also a constituent of another Bidder; or
  - c. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - d. Such bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - e. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or
  - f. There is a conflict among this and other projects of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to The Client for this particular project, the selected bidder shall not take up any project that by its nature will result in conflict with the present project; or
  - g. A firm which has been engaged by The Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing software services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide software services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
  - h. The Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire (or any constituent thereof), if any, for the Project, have common controlling shareholders or other ownership interest; provided that this

disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- V. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- VI. A bidder eventually appointed to provide services for this Project, and its Associates, shall be disqualified from subsequently providing other goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this project or to software assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to software services performed for The Client in continuation of this project or to any subsequent services performed for The Client in accordance with the rules of The Client. For the avoidance of doubt, an entity affiliated with the bidder shall include a partner in the Bidder's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Bidder, as the case may be, and any Associate thereof.
- VII. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- VIII. A bidder or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

### **3.13 Consortium**

In case the Bidder is a Consortium, the bidders shall comply with the following requirements:

- i. Consortium for the bidding purpose may be allowed for this RFP
- ii. Consortium consisting of upto 2(Two) agencies may be allowed
- iii. For the purpose of Pre-Qualification criteria and Technical Criteria, requirements and documents, credentials of participating agencies will be required or considered as provided specifically.
- iv. Document certifying Consortium for the purpose of this RFP must be produced.
- v. For the purpose of bidding, consortium parties shall identify primary bidder
- vi. Primary bidder shall prepare all the bid documents and submit on behalf of the consortium
- vii. If selected as the best bidder, the primary bidder shall sign the Master service agreement and Service level agreement
- viii. Managing the consortium partners during the entire tenure of the project shall be the responsibility of the primary bidder
- ix. Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- x. Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the Consortium Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of Assignment;
- xi. The Bid Application should include a brief description of the roles and responsibilities of individual members;
- xii. An individual Bidder cannot at the same time be a member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other bidder Consortium applying for the project;
- xiii. Members of the Consortium shall enter into a binding Consortium Agreement (the "Consortium Agreement"), for the purpose of submitting a Proposal. The Consortium Agreement, to be submitted along with the Application, shall, inter alia:
  - a. Clearly outline the proposed roles and responsibilities, if any, of each member;
  - b. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Selected Bidder in relation to the Project until the completion of the Project in accordance with the contract and the Scope of work;
  - c. Clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the project, if awarded to the Consortium
  - d. Except as provided under this RFP, there shall not be any amendment to the Consortium Agreement without the prior written consent of The Client.

- xiv. Change in the composition ( Other than break in consortium ) of the Consortium will be permitted by The Client only ONCE during the Selection Process and during the subsistence of the contract (in case the successful bidder is a consortium). Provided that :
  - a. Change in consortium includes change in internal shareholding pattern, or management or operations or roles and responsibilities of the consortium parties towards the deliverables of the project
  - b. Any change in the composition of the consortium without the approval of The Client shall lead to forfeit of any dues, application of penalty and revoking of performance bank guarantee and termination of the contract.
  - c. The Client shall approve the change in the composition after careful study of the implications on the project as a result of the change. In case The Client finds the change in composition to be a probable hindrance in the performance of the contract , The Client may reject the change.
  - d. If after rejection of the proposal for the change by The Client, the selected bidder is unable to continue with the composition, then The Client may initiate the termination process with due notice to the selected bidder. In such a case, The Client shall forfeit any dues and revoke performance security.
  - e. The change in composition of the consortium is allowed only ONCE during the tenure of the contract. If the change is approved ONCE by The Client during the tenure of the contract, any further request for the selected bidder for change in the composition shall be rejected by The Client without any explanation.
- xv. At any point of time during the tenure of the contract, the consortium shall not become technically disqualified as required during the tenure of the project. In such a case, The Client reserves the right to appropriate steps to including re-allow consortium between both parties with appropriate declarations, initiate the termination process, etc.
- xvi. In such a case, performance security shall be invoked.

### **3.14 Preparation of the Bids**

- I. Bidders should note the Bid submission date, as specified in Fact Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by The Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Fact Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, The Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- II. The Proposal shall be accompanied by a certified copy of legally binding Consortium Agreement in case of Consortium, in the format provided in this RFP, signed by all firms/entities confirming the following therein:
  - a. Date and place of signing

- b. Purpose of Consortium (must include the details of the Services hereunder for which the Consortium has been invited to bid)
  - c. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment
  - d. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the Consortium for the proposed services
  - e. An undertaking that the members of the Consortium are jointly and severally liable to The Client for the performance of the services and
  - f. The authorized representative of the Consortium (as approved bidding parties ).
- III. The furnishing of this Consortium Agreement to The Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.
- IV. Similarly, Power of Attorney for both authorised representative and lead member of the Consortium shall also be furnished as per the formats available in the RFP.
- V. An entity can bid for a project either as a sole Bidder or in the form of Consortium with other Bidder.
- VI. The Pre-Qualification Proposal should provide the following information using the attached Standard Forms.
- a. Details so as to meet the Minimum Qualification Criteria prescribed in this RFP.
- VII. The Technical Proposal should provide the following information using the attached Standard Forms.
- a. For recent mobile platform development, management , operations based projects, the outline should indicate, inter alia, the deliverables with volume, demographics, duration of the project, contract amount, and firm’s involvement.
  - b. Detailed Approach and Methodology for undertaking the current assignment including proposed solution description and Solution Architecture.
- (i) Against the list of proposed team composition staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
  - (ii) Each page of the CV must be signed in original by the Authorised representative together with signature of the key team member.
  - (iii) The selected bidder shall focus on the infrastructure requirements for the project.
  - (iv) The required infrastructure at The Client end must be clearly provided by the bidder in the technical proposal in detail
  - (v) Interoperability and open source technologies are key aspects of the project , hence the system architecture must clearly spell out how such requirements shall be met by the bidder during the project
  - (vi) How the bidder shall meet the Systems Security and Audit criteria must be clearly stated
  - (vii) Disaster recovery planning and Back Up policy to be followed by the bidder shall be clearly spelt out
  - (viii) The selected bidder shall make the assessment of support personnel both technical and administrative to undertake the project. Additional support and administrative staff shall be provided as needed for the timely completion of the project within the total estimated cost.

The Bidder should provide time estimates of key staff as well as support staff in the staffing schedule.

- (ix) Financial proposal: While preparing the Financial Proposal, The bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be as per the format required with the breakup as required. While submitting the Financial Proposal, the Bidder shall ensure the following:
- a. All the costs associated with the project shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - b. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Bidder. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Bidder shall be paid only service tax over and above the cost of Financial Proposal.
  - c. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
  - d. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
  - e. The details of the break-up should match the total bid amount. In case of any discrepancy, the lower of the 2 amounts shall be considered for the bid
  - f. The Bidder shall express the price of their services (including break down of their costs) in Indian Rupees.
  - g. The Proposals must remain valid for a period as specified in the Fact Sheet. During this period, the Bidder is expected to keep available the professional staff proposed for the project. The Client will make its best effort to complete contract signing within this period. If The Client wishes to extend the validity period of the proposals, it may ask the bidder to extend the validity of their proposals for a stated period. Bidder, who do not agree, have the right not to extend the validity of their proposals.
  - h. In the financial bid, the Bidder is expected to provide rates for all the items and services it has proposed in the Technical Proposal. The Client, 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 proposal.
  - i. Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services provided in the RFP may be submitted to accompany the proposal. However, this information will not be considered for

evaluation purposes. All the Prices/ Commercials shall be quoted entirely in Indian Rupees for preparation of Commercial Proposal against this RFP. The Commercial Proposal must be detailed and must cover each year of the contract term. The bidder must provide the Commercial Proposal in the website only and should not comprise of any direct/ indirect conditions. It is required that the all the proposals submitted against the RFP should be unconditional.

### **3.15 Submission of Proposals**

- i. The bidders should submit their responses as per the format given in this RFP Only through website <https://www.wbtenders.gov.in>
- ii. No Other mode of submission is permissible apart from online submission of Proposal documents
- iii. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in this RFP ) should be submitted online as per Folders created in the website.
- iv. Both Technical Bid and Commercial Bid along with formats and documents required are to be submitted concurrently duly digitally signed in the website <https://www.wbtenders.gov.in>
- v. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- vi. All documents must have digital signature of the bidder wherever required in the proposal, supporting documents
- vii. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

### **3.16 Correction of Error**

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by The Client. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- ii. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

### **3.17 Prices and Price Information**

- i. The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of The Client. All the prices will be in Indian Rupees
- ii. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract

- iii. The price quoted in the Commercial Proposal shall be the only payment, payable by the respective states, to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between The Client and the selected Bidder.
- iv. The price would be inclusive of all input taxes, duties, charges and levies as applicable except service Tax. Service Taxes shall be paid over and above the quoted price as per the prevailing service tax rates
- v. 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. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- vi. Bidder should provide all prices, quantities as per the prescribed format given in Format for Bid Response – Financial Bid. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (zero) in all such fields.
- vii. It is mandatory to provide the break-up of all components in the format specified. The financial bid should include the unit price and proposed number of units for each component in the financial bid. In no circumstances shall the financial bid be allowed to be changed / modified.
- viii. All costs incurred due to delay of any sort, shall be borne by the Bidder.
- ix. The Client reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

### **3.18 Language of Proposals**

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

### **3.19 Conditions under which this RFP is issued**

- i. This RFP is not an offer and is issued with no commitment. The Client, reserves the right to withdraw the RFP and change or vary any part thereof at any stage. The Client, also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii. Timing and sequence of events resulting from this RFP shall ultimately be determined by The Client
- iii. No oral conversations or agreements with any official, agent, or employee of The Client, shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of The Client, shall be superseded by the definitive agreement that results from this RFP process. Oral communications by The Client, to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than The Client
- iv. Neither the bidder nor any of the bidder’s representatives shall have any claims whatsoever against The Client or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

- v. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of The Client, to leave The Client, 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 WBEDIC.

### **3.20 Rights to the Content of the Proposal**

All proposals and accompanying documentation of the Technical proposal will become the property of The Client, and will not be returned after opening of the technical proposals. The financial proposals that are not opened will be returned to the bidders. The Client 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. The Client 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.

### **3.21 Modification and Withdrawal of Proposals**

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire bid security may be forfeited if any of the bidders withdraw their bid during the validity period.

### **3.22 Non-Conforming or Non responsive Proposals**

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

- i. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming
- ii. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

Prior to evaluation of Proposals, The Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

#### **Pre-Qualification Criteria**

- (i) The Pre-Qualification Proposal is received in the form specified in this RFP;
- (ii) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (iii) It is accompanied by the Processing Fee as specified in this RFP;
- (iv) It is accompanied by the Earnest Money Deposit as specified in this RFP;
- (v) It is signed on all pages by Authorised signatory
- (vi) It is digitally signed and submitted in the correct folder on the website
- (vii) It is accompanied by Consortium Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- (viii) It does not contain any condition or qualification; and
- (ix) It is not non-responsive in terms hereof.

#### **Technical Proposal:**

- (i) The Technical Proposal is received in the form specified in this RFP;
- (ii) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (iii) It is signed on all pages by Authorised signatory
- (iv) It is digitally signed and submitted in the correct folder on the website
- (v) It is accompanied by Consortium Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- (vi) It does not contain any condition or qualification; and
- (vii) It is not non-responsive in terms hereof.

**Financial Proposal:**

- (i) The Financial Proposal is received in the form specified in this RFP
- (ii) It is signed on all pages by Authorised signatory
- (iii) It is digitally signed and submitted in the correct folder on the website
- (iv) It does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by The Client in respect of such Proposals. However, The Client reserves the right to seek clarifications or additional information from the bidder during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

**3.23 Disqualification**

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- The bidder qualifies the proposal with his own conditions
- Proposal is received in incomplete form
- Proposal is received after due date and time at the designated venue
- Proposal is not accompanied by all the requisite documents
- If bidder provides quotation only for a part of the project
- Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- Financial proposal is enclosed with the same envelope as technical proposal
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately
- Bidder fails to deposit the Performance Security or fails to enter into a contract within timelines specified by The Client

- Bidders may specifically note that while evaluating the proposals, if it comes to the knowledge of The Client expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by The Client
- The bid security envelope, technical proposal and the entire documentation submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the bid.

#### 4 Bidding And Evaluation Process

##### 4.1 Pre-Qualification (PQ) Criteria

- The bid document shall be opened for the purpose of pre-qualification criteria. The bid document shall be opened as per timelines mentioned in Fact Sheet
- All those bidders who qualify in pre-qualification criteria shall be communicated by mentioning the names on <https://www.wbtenders.gov.in> for technical bid evaluation.

S No	Basic Requirement	Specific Requirements	Documents Required
1	Annual Turnover	Average Annual Turnover from <b>Software Development or Development of Value Added Services</b> in last Three financial years ending 31.03.2017 should be minimum INR 22 Crores per year.  ( In case of Consortium, turnover of <b>either party</b> shall be considered )	Extracts from the Balance sheet and Profit & Loss AND Certificate from the statutory auditor / Chartered Accountant  ( In case of Consortium document of all members is required)
2	Technical Capability- ICT project	The Bidder should have successfully implemented (Go-Live) at least 3 completed ICT Projects involving Mobile application development with integration of all or any one of Telecom channels viz. SMS /USSD/IVR/OBD/Missed call service in India of worth at least INR25 Lacs each project in last 3 years as on 31.03.2017  ( In case of Consortium, projects successfully completed by <b>either</b> of the Consortium entities shall be considered )	Completion Certificates from client + work Order

S No	Basic Requirement	Specific Requirements	Documents Required
3	Technical Capability	<p>Capable of processing at least 1 Lac transactions on daily basis on Mobile Network based/SMS /IVRS / OBD / USSD/ Missed call service as on date of bidding</p> <p>( In case of Consortium, projects successfully completed by <b>either</b> Consortiumentities shall be considered )</p>	<p>Bidder shall provide proof of handling such transactions</p> <p>If actual is not available, Bidder shall conduct a demo itself and provide a system generated self certified report which shall be verified by The Client</p>
4	Manpower	<ul style="list-style-type: none"> <li>The bidder should have Minimum 50Mobile App Development resources on its payroll at the time of bidding.</li> </ul>	<p>Certificate from the Signing Authority/ HR Head is to be provided.</p>
5	Legal Entity	<ul style="list-style-type: none"> <li>Bidder may be a Company, Partnership Firm or Sole Proprietorship firm or LLP or any other legal entity registered under Any Act in India. ( For consortium both agencies shall provide documents )</li> <li>The bidder should be in existence for last 5 years at end of 31<sup>st</sup> March, 2017. (For consortium primary bidder shall meet this criteria. However existence documents for both members to be provided )</li> <li>The bidder should into the business of software development/ value added services for last 3 years at end of 31<sup>st</sup> March, 2017. (For consortium primary bidder shall meet this criteria. However, nature of business related to be provided by both the parties)</li> <li>The bidder shall be solvent at the date of bidding (For consortium both bidders both the parties shall meet the criteria)</li> </ul>	<ul style="list-style-type: none"> <li>Certificates of incorporation for Company/ Partnership deed / Proprietorship firm / LLP / Other Legal entity self declaration</li> <li>Certificate from Statutory auditor / Chartered Accountant for existence</li> <li>Certificate from Statutory auditor / Chartered Accountant for business of software development</li> <li>Certificate from Statutory auditor / Chartered Accountant for Solvency declaration</li> </ul>
6	Other legal	<ul style="list-style-type: none"> <li>Trade License or other equivalent certificate from state government body for conducting</li> </ul>	<ul style="list-style-type: none"> <li>Self certified copy</li> </ul>

S No	Basic Requirement	Specific Requirements	Documents Required
	documents	<p>business in that state where registered office is situated</p> <ul style="list-style-type: none"> <li>• GST Registration</li> <li>• Income tax return ( Latest 2 years )</li> <li>• Professional Tax registration</li> <li>• MCA return ( Latest 2 years ) in case of company</li> </ul>	<ul style="list-style-type: none"> <li>• For consortium all parties shall provide documents</li> </ul>
7	Consortium	<ul style="list-style-type: none"> <li>• Either of the 2 bidders shall represent the Consortium as the “Bidder” for the purpose of this RFP.</li> <li>• The bidder representing as “Bidder” shall fulfill all legal requirements / sign all documents on behalf of the Consortium.</li> <li>• For the purpose of Pre-Qualification criteria and Technical Criteria, credentials of both the companies shall be jointly considered (wherever mentioned specifically).</li> <li>• Document certifying Consortium for the purpose of this RFP must be produced.</li> </ul>	Legal agreement of Consortium signed by both the agencies
8	Office Location	<ul style="list-style-type: none"> <li>• Bidder should have an office in Kolkata or should give an undertaking that the office shall be opened at the time of signing of the MSA.</li> </ul>	<ul style="list-style-type: none"> <li>• Proof of address</li> </ul>
9	Blacklisting	The bidder has not been blacklisted by any Government Department, Ministry or Agency for breach of ethical conduct or fraudulent practices in any of the last 5 years.	A Self Certified letter

#### 4.2 Technical Qualification Criteria

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

## Scoring Model

### SUGGESTED TECHNICAL EVALUATION

Criteria	Basis for valuation	Max Marks	Supporting
<b>COMPANY PROFILE</b>		<b>10</b>	
<p>Average Annual Turnover from <b>Software Development or Development of Value Added Services</b> in last Three financial years ending 31.03.2017 should be minimum INR 22 Crores per year.</p> <p>( In case of Consortium, turnover of <b>either party</b> shall be considered )</p>	<p>More than Equal to INR 22 Crores but less than INR 25 Crores : 7 marks</p> <p>More than Equal to INR 25 Crores but less than INR 28 Crores : 8 marks</p> <p>More than Equal to INR 28 Crores but less than INR 31 Crores : 9 marks</p> <p>Greater than or equal to INR 31 Crores : 10 marks</p>	10	Extracts from the Balance sheet and Profit & Loss AND Certificate from the statutory auditor / Chartered Accountant
<b>RELEVANT STRENGTHS</b>		<b>30</b>	
<p>The Bidder should have successfully implemented (Go-Live) at least 3 completed ICT Projects involving Mobile application development with integration of all or any one of Telecom channels viz. SMS /USSD/IVR/OBD/ Missed call service in India of worth at least INR25 Lacs each project in last 3 years as on 31.03.2017</p> <p>( In case of Consortium, projects successfully completed by <b>either</b> of the Consortium entities shall</p>	<p>When No. Of Completed Project :</p> <ul style="list-style-type: none"> <li>Equal to 3 projects : 7 marks</li> </ul> <p>For each extra project = 1 Mark each for upto max. 3 Marks extra</p> <p>(For projects more than min requirement of 3 projects : Completed Or Min 50% partly completed projects shall be considered)</p>	10	<p>Completion Certificates from client ;</p> <p>OR</p> <p>Work Order + 50% Completion Certificate (for ongoing projects) from the client</p>

Criteria	Basis for valuation	Max Marks	Supporting
be considered )			
Capable of processing at least 1 Lac transactions on daily basis on SMS at the time of bidding	<ul style="list-style-type: none"> <li>• Equal to More than 1 lac less than 1.25 Lac transactions per day : 3.5 marks</li> <li>• Equal to More than 1.25 lac less than 1.50 Lac transactions per day: 4 marks</li> <li>• Equal to More than 1.50 lac less than 1.75 Lac transactions per day: 4.5 marks</li> <li>• More than 1.75 Lac transactions : 5 marks</li> </ul>	5	<p>Bidder shall provide proof of handling such transactions</p> <p>If actual is not available, Bidder shall conduct a demo itself and provide a system generated self certified report which shall be verified by The Client</p>
Capable of processing at least 1 Lac transactions on daily basis on Mobile Network at the time of bidding	<ul style="list-style-type: none"> <li>• Equal to More than 1 lac less than 1.25 Lac transactions per day : 3.5 marks</li> <li>• Equal to More than 1.25 lac less than 1.50 Lac transactions per day: 4 marks</li> <li>• Equal to More than 1.50 lac less than 1.75 Lac transactions per day: 4.5 marks</li> <li>• More than 1.75 Lac transactions : 5 marks</li> </ul>	5	<p>Bidder shall provide proof of handling such transactions</p> <p>If actual is not available, Bidder shall conduct a demo itself and provide a system generated self certified report which shall be verified by The Client</p>
Capable of processing and analyzing at least 25000 transactions on daily basis on IVRS at the time of bidding	<ul style="list-style-type: none"> <li>• Equal to More than 25000 less than 30000 Lac transactions per day : 3.5 marks</li> <li>• Equal to More than 30000 lac less than 35000 Lac transactions per day: 4 marks</li> <li>• Equal to More than 35000 less than 40000 transactions per day: 4.5 marks</li> <li>• More than 40000transactions : 5 marks</li> </ul>	5	<p>Bidder shall provide proof of handling such transactions</p> <p>If actual is not available, Bidder shall conduct a demo itself and provide a system generated self certified report which shall be verified by The Client</p>
Capable of processing and analyzing at least 25000 transactions on daily basis on USSD at the time of bidding	<ul style="list-style-type: none"> <li>• Equal to More than 25000 less than 30000 Lac transactions per day : 3.5 marks</li> <li>• Equal to More than 30000 lac less than 35000 Lac transactions per day: 4 marks</li> <li>• Equal to More than 35000 less than 40000 transactions per day: 4.5 marks</li> </ul>	5	<p>Bidder shall provide proof of handling such transactions</p> <p>If actual is not available, Bidder shall conduct a demo itself and provide a system generated self certified report which shall be</p>

Criteria	Basis for valuation	Max Marks	Supporting
	<ul style="list-style-type: none"> <li>More than 40000 transactions : 5 marks</li> </ul>		verified by The Client
<b>APPROACH &amp; METHODOLOGY</b>		<b>30</b>	
Solution Proposed Demonstration of understanding of the requirements	<ul style="list-style-type: none"> <li>Detailed Technical Solution architecture and its components proposed : 5 Marks</li> <li>Software solution proposed : 5 Marks</li> <li>Training and Support solution proposed : 5 Marks</li> </ul>	15	Self certified document & presentation
Approach and Methodology to perform the work in this assignment	<p>Qualitative assessment based on:</p> <ol style="list-style-type: none"> <li>Understanding of the objectives of the assignment:- 5 Marks</li> <li>Security measures to be undertaken to protect application from hacking / unauthorized access : 5 Marks</li> <li>Risk Mitigation Methodology/ Data backup / disaster recovery plan proposed – 5 Marks</li> </ol>	15	Self certified document & presentation
<b>RESOURCE PROFILE</b>		<b>8</b>	
Manpower	<p><b>Key Resources Implementation:</b></p> <ol style="list-style-type: none"> <li>One Tech Lead (Programming)- 1 Mark</li> <li>One System Analyst -1 Mark</li> <li>One Database Administrator- 1 Mark</li> <li>The bidder must provide cvs of at least 10 mobile application developers in their payroll in design &amp; development of Mobile Applications : 0.5 marks each</li> </ol>	8	Relevant cvs to be certified by the authorized representative of the bidder
<b>Certifications</b>		<b>5</b>	
Certification	<ul style="list-style-type: none"> <li>ISO 27001:2013 Certification : 1 Mark</li> <li>ISO 9001-2015 Certification : 1 mark</li> </ul>	5	

Criteria	Basis for valuation	Max Marks	Supporting
	<ul style="list-style-type: none"> <li>• Cmmi certification: <ul style="list-style-type: none"> <li>○ If Level 3 but not Level 5: 1 Mark</li> <li>○ If Level 5 : 3 Marks</li> </ul> </li> </ul>		
<b>Technical Presentation</b>	<b>Technical Presentation</b>	<b>17</b>	
<b>Total</b>		<b>100</b>	

- i. The evaluation committee (“Evaluation Committee”) appointed by The Client will carry out the evaluation of Proposals on the basis of the above evaluation criteria and points system. Each evaluated Proposal will be given a **technical score (St)** as detailed above.
- ii. Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least **70%** in the (given) defined scoring mechanism would be considered technically qualified.
- iii. The Technical bid evaluation shall be held as per timeline mentioned in Fact Sheet in presence of Technical Evaluation Committee.
- iv. Bidder representatives are required to be present for technical bid evaluation and presentation purpose
- v. Date of uploading list for Technically Qualified Bidder at website as mentioned in Fact Sheet
- vi. Price Bids of such technically qualified bidders alone shall further be opened.

#### 4.3 Financial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. The time and date of opening of financial bid of the bid qualifying the technical bid shall be communicated to them at a later date.
- b. The Selected Bidder shall determine whether the financial proposals are complete i.e. Whether the bidder has included all components as per RFP. The Bidders should quote the rate in figures as well as in words. The amount for each item should be worked out and the requisite totals given.
- c. Canvassing in connection with bids is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable to rejection.
- d. Selected Bidder does not bind it-self to accept the lowest or any Proposal and reserves to itself the right of accepting the bid

- e. All prices should be inclusive of all type of taxes, Cess, fees or any other levies payable to Central Government, State Government or any statutory authority and Selected Bidder will not entertain any such taxes, Cess, VAT etc.
- f. Only service tax shall be paid over and above the quoted financial bid as per government prevailing rate
- g. Any conditional bid would be rejected
- h. 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”.
- i. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be **0.70:0.30**.

The Bidder achieving the highest combined technical and financial score will be considered to be the successful Bidder and will be invited for contract signing (the “Successful Bidder”).

## 5 Appointment of System Integrator

### 5.1 Negotiation

- i. The selected bidder may, if necessary, be invited for negotiations. The negotiations shall not be for reducing the price of proposal, but will be for re-confirming the obligations of the System Integrator under this RFP. Issues such as infrastructure requirements, support of The Client, deployment of key personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the selected bidder fails to reconfirm its commitment, The Client reserves the right to designate the next ranked Bidder as the Selected Bidder and invite for negotiations.

## 5.2 Award Criteria

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

## 5.3 Right to Accept Any Proposal and To Reject Any or All Proposals

Selected Bidder reserves the right to accept or reject any proposal, and to annul the bidding 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 Selected Bidder action.

## 5.4 Notification of Award

Prior to the expiration of the validity period, Selected Bidder will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the bidding process has not been completed within the stipulated period, Selected Bidder may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, Selected Bidder will notify each unsuccessful bidder and return their EMD.

## 5.5 Contract Finalization and Award

On the basis of process followed above the draft contract agreement would be finalized for award & signing.

## 5.6 Performance Security

- i. The Selected Bidder will require the selected bidder to provide a Performance Bank Guarantee, within **30 days** from the Notification of award, for a value equivalent to **10% of the total cost of ownership**.
- ii. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Selected Bidder at its discretion may cancel the order placed on the selected bidder without giving any notice. In such a case, EMD may also be forfeited by Selected Bidder.
- iii. The Performance Guarantee shall remain valid till the end of the contract period
- iv. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- v. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty within timelines specified in the contract.
- vi. Selected Bidder carries the right to invoke Performance Bank Guarantee in case of

- a. Termination of the contract of selected bidder due to any reason whatsoever
- b. Selected Bidder incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- c. Any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.
- d. Bidder becoming insolvent

## **5.7 Signing of Contract**

After the Selected Bidder notifies the successful bidder that its proposal has been accepted, Selected Bidder shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Selected Bidder and the successful bidder. The Draft Legal Agreement shall be drafted and signed later on between selected vendor and Selected Bidder

## **5.8 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Selected Bidder may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Selected Bidder shall invoke EMD of the most responsive bidder.

## **6 Scope of Work**

### **6.1 Cloud Infrastructure for hosting the Single Mobile Platform**

- i. The client shall Provide the SDC Cloud or other Hosting infrastructure including all hardware, system software, licenses, network infrastructure required to host the single mobile platform.
- ii. As an Option, The client may also require to provide the Cloud or other Hosting infrastructure including all hardware, system software, licenses, network infrastructure required to host the single mobile platform. In such a case, the bidder shall be paid for cloud infrastructure as per rate finalized in the financial bid for the period of utilization. In such a case, the bidder shall have to comply with the requirements of the client related to cloud hosting in this RFP. For this, The selected bidder shall have to procure, install, commission, operate , maintain, support the necessary cloud infrastructure including hardware , software, licenses for contract period.

### **6.2 Single Mobile Platform**

Single Mobile platform requires technical expertise and resources in the related field, with features of quick roll out, easier scaling up, easy and flexible adoption of technology. It also provides emphasis on user experience and less capital expenditure, along with robust programme sustainability. The single mobile platform based service delivery makes discovery, marketing, auditing, testing, hosting and downloading easy. It brings about uniformity in user experience.

The Single Mobile Platform shall be developed by the selected bidder. The objectives and broad scope of work include :

- i. To create Single Mobile platform that provides services on mobile devices across State Government departments through a centralized platform. Once deployed centrally the solution shall support integration and mobile enablement of services with marginal effort for on boarding new Government applications.
- ii. Creation of new services and management of existing services on mobile app, portal and other mobile channels should be supported through a graphical user interface while using a common integration layer with government departments. The app and portal should be responsive and built on responsive framework and be compatible with standard form factors on smart phones.
- iii. Service On-Boarding - Service Enablement of Government Departments/Agencies
  - a. Enablement on all mobile operating systems such as Android, ios, Windows etc. Through App and Mobile enabled Web Portal.
  - b. Enablement on SMS, USSD, IVR, OBD, missed call services as applicable to the concerned Department. ( client may use its own platform for various mobile channels)
  - c. Enablement of Payment services through GRIPS and/or other Payment Gateway
- iv. If the departments have e-readiness but do not have APIs available then Selected bidder will be responsible for developing the APIs.
- v. If the departments already have mobile applications for services, API based integration have to be done by the selected bidder with mobile application of the department
- vi. If the department does not provide API, the selected bidder shall have to develop the API for the service and integrate.
- vii. If the departments requests, ONLY for all those services which are on boarded on single mobile platform, the same may be replicated as a separate mobile app for the department specific or API based integration shall be done for those services on-boarded on single mobile app with existing mobile app of the department if any.
- viii. Aggregate all existing applications functionalities that have been developed by various Departments on a single mobile platform. Publish standard and consistent set of open APIs that shall be used by Govt. Departments and authorized users for integrating with the mobile platform to provide services.
- ix. The citizen should be able to fill up forms through the single mobile platform
- x. The platform shall be enabled to provide mobile based application of services, status enquiry and update, online payment, downloading certificate, upload documents functionalities
- xi. The platform shall be enabled for downloading / uploading documents in pdf, picture, spreadsheet, doc formats
- xii. The platform shall be enabled with business reporting tool and graphical visualisation tool for various reports and dashboards at all users level
- xiii. The platform shall enable feature of consolidated application form and single integrated payment for departments integrating their services on the platform
- xiv. The single mobile platform source code shall be property of The Client which shall be provided by the selected bidder to The Client.

- xv. The client shall provide data backup and disaster recovery infrastructure. The client shall define the data backup and disaster recovery policy as part of MSA document. The compliance and ensuring data backup and disaster recovery as per policy shall be the responsibility of the bidder.
- xvi. The client shall provide tapes for data backup services . All tape backups for the data backup services shall be property of The Client. The backup shall be done as per the backup policy finalised by the client during MSA stage.
- xvii. G2G, G2C, B2C, G2B services shall be deployed on the platform which shall be workflow based . The workflow for each service shall be studied by selected bidder and get it approved by concerned department , office and The Client
- xxviii. In addition to public services the solution should be able to provide some Citizen Centric services offered from authorized private businesses that provide Business to Citizen (B2C) services.
- xix. Selected Bidder shall be arranged for Design , Development, Deployment, Commencement, Operations, Maintenance and Warranty for 3 years of Single Mobile Platform
- xx. Selected bidder shall provide the Single Mobile platform as a Service to the client which means design, development, deployment , integration, operations, support , maintenance of the platform shall be the responsibility of the bidder.
- xxi. The selected bidder shall provide tie-up with telecom service provider etc for delivery of service mobile channels
- xxii. The selected bidder shall provide the source code, SDLC and all documentations related to the life cycle of the project to DIT&E before Go-Live and upon 3 years of completion period with all changes
- xxiii. Ensure that the single mobile platform is accessible to citizens through mobile application, mobile web portal and other mobile channels like IVRS and SMS if the citizen does not have access to data channels or supporting devices like smart phones.
- xxiv. The Client may provide thenecessary platform for SMS / IVRS / OBD / USSD / Missed call services and Payments gateway for API based integration with the Mobile platform. The selected bidder shall integrate such platforms with the mobile platform if required. This may be in addition or seperately with the SMS / IVRS / OBD / USSD / Missed call services and payment gateway already integrated by the selected bidder
- xxv. The mobile platform must be capable of integration with e-Sign / Aadhaar authentication
- xxvi. The Single Mobile platform shall be based upon open standards based architecture that allows various government departments to quickly integrate and make available their services through standard API (application program interface) and open data formats. The integration shall be done by the selected bidder and proper documentation on the integration of the solution shall also be provided by the selected bidder. The guidelines will include full API specifications, protocols, data formats, API schema etc. Any other details related to integration with the Single Mobile platform should also be provided.
- xxvii. The platform should be able to maintain citizen personal details, preferences and data required to access department services without having to re-enter these every time. Data should be stored securely and the user consent must be taken for any citizen data storage.
- xxviii. Integration with all Telecom Operators operating in the state to enable a single short code for SMS, USSD, OBD and IVR. The short code for SMS, USSD and IVR should not attract any premium charges

for accessing the services through the short code . SMS charges should be as per the plan of the user sending the SMS.

- xxix. Provision for long code should also be kept.
- xxx. All coordination and liaison with concerned authorities for obtaining short code and long code shall be the responsibility of the vendor. The short code and long code will be owned by the state government.
- xxxi. Create and manage environments for Integration testing and UAT (User Acceptance Testing) of the solution. The UAT setup shall be near replica of the production setup. This will entail setting up of two environments namely a Staging Environment and a Live Production Environment.
- xxxii. Based on the socio-economic-geographic-demographic information of citizens, and their past utilization of government schemes, a predictive analytics platform could be created to match a citizen with a scheme that is most applicable to him/her at a given point of time. Availing these schemes could be made easy through an software functionality having a familiar interface for participation in all schemes. Often, it is seen that citizens find it difficult to navigate through a complex website/app. UX for this functionality shall be predictive, i.e. The app shall predict what information should be shown to the user at that particular time. This will increase the participation of citizens in government services/schemes. The predictive analytics platform shall be modelled similar to how ads are matched with users in a typical e-commerce advertising platform
- xxxiii. The platform must comply with GIGW guidelines, Security guidelines , software standards as advised by Government of West Bengal and Govt of India from time to time.

### 6.3 API based integration

The Single Mobile Platform, in alia other functionalities, would be provisioned as a integration platform with features such as

- i. Integrate Single Mobile platform with APIs which offer common services for mobile applications such as APIs for user management, files, custom objects, email, photos, social integrations, analytics, push notifications, geolocation, enterprise integration etc
- ii. Reduced server-side coding so that the focus can be more on front-end development and faster roll-outs.
- iii. The single mobile platform shall support both native and hybrid mobile applications and other front-ends connecting through APIs.
- iv. Deployed on cloud with built-in scalability.
- v. Open Source and Open standards based.
- vi. Security and privacy of data of the integrating applications/databases
- vii. A user interface for the integrating departments to create, publish and manage their APIs with proper documentation support.
- viii. Ability to plug-in with 3rd party applications, software, tools.

### 6.4 Consolidated Forms and Fees

- i. The mobile platform shall be enabled with dynamic consolidated application form generation and single integrated payment feature

- ii. Consolidation of forms or single integrated payments may have to be done as per requirement from The Client on basis of departments providing services agreeing to provide the services through CAF or single payment mode.
- iii. As such the feature to design a CAF dynamically should be enabled on the platform
- iv. Citizen may need to avail more than one service in various cases. For example , for setting up a new shop, a citizen will have to apply to various government departments / agencies for registrations , licenses, approvals, certificates etc
- v. In such a case, the feature for consolidation of forms may have to be done for a citizen to fill up applications forms of various government departments / agencies providing services through this single mobile platform
- vi. If such cases, Departments / Agencies on board with the Single Mobile platform providing services to the citizens shall provide various forms
- vii. Form fill up may be one single dynamic consolidated form or single forms for each government service the citizen is willing to avail
- viii. Citizen may fill in various forms individually / or one consolidated form through this Single Mobile platform
- ix. Consolidation of forms shall be on dynamic basis, various CAFs may be required to be developed depending upon the services to be consolidated.
- x. Consolidated forms wherever required shall be provided by The Client for incorporation into single mobile platform
- xi. All applications require fees / taxes / cess to be paid by the citizen
- xii. Before submission of the filled up form, preview shall be shown to the citizen which can be saved or modified
- xiii. Fees consolidation may be done if participating departments providing services agree.
- xiv. Citizen should have option to make single payments even if fee consolidation option is available for agreed services
- xv. This single mobile platform shall have the feature to consolidate the fees dynamically to be paid by the citizen for each departmental services
- xvi. Participating departments / agencies shall provide fees based on the application type of the citizen to the single mobile platform
- xvii. Each department shall provide the relevant fees on the basis of rate chart applicable for that department. The fees / cess / taxes as applicable shall be provided by department backend system to the single mobile platform through API integration
- xviii. Single App shall consolidate the amount provided by individual departments / agencies
- xix. The consolidated amount with detailed breakup of fees for each government service applied shall be provided to the citizen
- xx. The citizen if agreed shall provide approval to the total consolidated amount
- xxi. Once approved by the citizen, the total consolidated amount shall be paid by the citizen through the payment gateway integrated with the Single mobile platform
- xxii. The consolidated form shall breakup into individual forms and shall be submitted as individual form to the department as if it was submitted by the citizen individually

- xxiii. Relevant fees to individual departments shall be bifurcated from total payment made by the citizen and deposited into the account head / bank account of the department individually
- xxiv. This feature shall be developed with open source, interoperability and open standard functionalities so that the integration with other government platforms is seem less and hassle free
- xxv. The Client shall test the integration with other government platforms during the functionality testing phase.

## 6.5 Security and Compliances

- i. The solution should be free from all known vulnerabilities
- ii. Platform to comply with all applicable standards of deity, GOI and will be security audited through a CERT-IN certified third party auditor. The auditor is to be selected by The Client
- iii. Platform to comply with various guidelines & regulations of Deity, GOI and DIT&E, GoWBfor uninterrupted and smooth functioning of the solution.
- iv. Payment module shall have been integrated with payment gateways and shall be PCI-DSS (Payment Card Industry Data Security Standard) complaint.
- v. The Client shall conduct relevant system and security audit from time to time during the tenure of the contract. The system shall be made available to The Client by the selected bidder as and when required.
- vi. The platform should be enabled with Mobile Device Management ( MDM ) to monitor device related activities, Mobile Application Management, Mobile Content Management, Mobile email Management and Mobile Data Management to ensure access control policies at data level.

## 6.6 Payment gateway

- The Client may require selected bidder to integrate with payment gateway provided by the Client such as GRIPS ( Government Receipt Portal System ) or any other payment gateway. The integration shall be the responsibility of the selected bidder.
- Alongwith selected bidder shall also provide payment gateway option to The Client for integration. This payment gateway provided by the selected bidder may be sole payment gateway if The Client does not provide any payment gateway or additional payment gateway if The Client provides payment gateway for integration.
- No extra charges shall be paid to selected bidder for any integration.
- Transaction fees for each transaction through payment gateway shall be paid by The Client on usage basis
- Enabling Payment for Government services, using mobile phone/web portal will be an integral part of the solution. The payment module of the solution needs to support various payment instruments allowed by RBI. The module needs to be intelligent enough to route the authorization request to the appropriate payment processing unit. Any emerging electronic payment solutions shall also be integrated with Mobile platform.

- The solution shall allow payment on multiple modes through various mobile channels as indicated below. This is an indicative list , Final inclusion shall be done at the time of final integration of the services depending upon the technical challenges.:

	Mobile Application	Low end portal	USSD	IVR	SMS
Netbanking	Yes	No	No	No	No
Credit card	Yes	No	No	Yes	No
Debit card	Yes	No	No	Yes	No
IMPS ( Integrated Mobile payment system )	Yes	Yes	Yes	Yes	Yes
Wallet	Yes	No	Yes	Yes	Yes

The integration with the payment gateway shall provide for generation of reports for payment transaction as well as reconciliation. These reports are to be shared with The Client, concerned departments and banks. Payment services shall maintain a transaction log and provide transaction success /failure notification to the users. It shall also provide support for reconciliation. The payment experience for the user should be seamless i.e. The user should be re-directed back to the relevant section from which the transaction was initiated or as directed by The Client in case of any exceptions.

#### 6.6.1 Predictive UX feature

Based on the socio-economic-geographic-demographic information of citizens, and their past utilization of government schemes, a predictive analytics platform may have to created to match a citizen with a scheme that is most applicable to him/her at a given point of time. Availing these schemes could be made easy through this single mobile platform having a familiar interface for participation in all schemes. Often, it is seen that citizens find it difficult to navigate through a complex website/app. UX for this app shall be predictive, i.e. The app shall predict what information should be shown to the user at that particular time. This will increase the participation of citizens in government services/schemes. The predictive analytics platform shall be modeled similar to how ads are matched with users in a typical e-commerce advertising platform

#### 6.6.2 Security &Authentication: Integration with e-authentication / e-pramaan framework of NeGD

The App should provide for authenticating user and granting him permissions based on his roles and responsibilities.The Single Mobile Platform may be integrated with the e-pramaan platform of negd if required by The Client. The integration may be done in coordination with implementation agency of e-pramaan.E-authentication or e-pramaan is the process of electronic verification of the identity of the user. E-authentication provides a simple, convenient, and secured way for the users to access government services through web, mobile as well as for the government departments to assess the authenticity of the user.

**Various levels of authorization can be provided through e-pramaan framework :**

- i. Single factor authentication : username and password based
- ii. Two factor authentication : combination of two factors involved like password and One time password based
- iii. Multiple factor authentication : multiple factor based authentication like Aadhar number and biometric based authentication

E-pramaan provides a user with a single sign On facility through which a user can input for availing multiple e-governance services through a secured network. Single sign on facility enables a user to authenticate once and gain access to multiple applications.

**Integration of mobile platform with e-authentication framework :**

- i. Integration of mobile platform with e-authentication framework of NeGD shall be the responsibility of selected bidder
- ii. The third party agency for e-pramaan as identified by The Client of e-authentication framework shall provide technical assistance to the selected bidder for the integration process
- iii. The selected bidder is expected to understand the guidelines of e-pramaan framework for integration process. Key components of e-pramaan are :
  - a. Identity management
  - b. E-authentication
  - c. Authorisation
  - d. Credential registration Single Sing On

### 6.7 Multi Lingual

The Single Mobile platform shall be Multilingual (English / Hindi / Bengali ) and availability of API for delivering various State Government services on various channels.

### 6.8 Scalability

The single mobile platform architecture should be scalable to support potentially all citizens accessing different types of services. The design should be such that the effort for setting up a new service should be minimal for State Government so that once service API integration is done, it should be possible to provide services through configuration and minimum development.

### 6.9 Ease of Use

- i. The Single Mobile platform shall have a section where the citizen can update their preferences in terms of personal details, frequently accessed services and short cuts, language etc., which will then be available for all services so that data entry can be minimized.
- ii. The Solution shall provide Government departments a web based login with access to their own services with reports and dashboards.
- iii. Provide Search option for the citizen to discover relevant services.

### 6.10 Aggregation

Integration and aggregation of all innovative 3rd Party services by private companies that are relevant for citizens. The 3rd Party services will be identified and evaluated by either The Client or Individual Government Departments. These services will need to provide APIs and service flow as per the guidelines to be published so that these can be integrated into the mobile platform or other mobile channels based on the technical feasibility.

### 6.11 Hosting and Deployment:

- i. The Single Mobile platform shall be hosted at the State Data Center Cloud infrastructure or any other hosting infrastructure to be identified by The Client **OR IF Required** MeitY, GoI approved Cloud Infrastructure proposed by the bidder as part of the bidding documents.
- ii. The Deployment, maintenance and monitoring of the solution modules including connectivity with state and Telecom Service Providers (for SMS, USSD and IVR) and departments as per agreed SLA to be done by the selected bidder
- iii. Hosting of Mobile platform on different App Stores for different mobile application stores such as Google playstore, Apple Appstore, Windows appstore etc.

### 6.12 Operations and Maintenance:

- i. Selected bidder has to provide operations support, comprehensive onsite maintenance, warranty and other support for tenure of the project towards all deliverables in the scope of work.
- ii. The selected bidder shall provide the platform as a service
- iii. SLA monitoring for services and infrastructure that is entirely within the Single Mobile platform shall be done by The Client
- iv. The selected bidder shall provide SLA monitoring tool for The Client to evaluate different service level parameters as specified in section for SLA and Penalty.
- v. Selected bidder shall be responsible for ongoing support for integrating departments/ third party private service providers and citizens through clearly defined escalation matrix
- vi. On-going enhancement of the Single Mobile platform by implementing new features, enabling newer technologies to meet the mobile governance needs for all integrating departments shall be done by the selected bidder during the tenure of the project
- vii. Responsible for management of operations activities of mobile governance like reconciliation, grievance redressal/help desk, supporting departments to resolve their queries by providing product information, logs and other related information.
- viii. Maintenance and warranty shall be covered under one time deployment charges to the selected bidder as quoted at the time of financial bidding. No extra charges shall be paid for maintenance and warranty during the tenure of the contract.
- ix. Operations, Maintenance beyond initial 3 years of contract for 4th year and 5th year : Operations and maintenance beyond tenure of initial 3 years for 4th or 4th and 5th year shall be as per discretion of The Client. If extended for any year, the rate quoted here shall be final. If extended, all SLA clauses and related penalty clauses shall apply accordingly. The selected bidder shall have to provide operations and maintenance for all deliverables under the scope of work and terms and conditions of this RFP.
- x. Department services can be hosted in external locations and their hosting and maintenance are outside the scope. However in case any of these services are not accessible, the mobile platform will raise alerts so that escalation to the concerned departments can be taken up by support.

## 6.13 Documentation

- i. Creation and regular updation of documentation such as deployment architecture documentation, SLA monitoring, and Security Documentation on a quarterly basis, user manuals etc. Related to the platform
- ii. Creation and Maintenance of standard documentation, user manuals and training modules that could be used for training the government departments and employees.

## 7 Architecture

Given the differences in the technology with their related advantages and disadvantages and interoperability issues, it is very important to have credible architectural principles to form the basis for choice of a particular technology and architecture to deliver mobile services. Such criteria are given below to guide design principles of the Single Mobile Platform.

### 7.1 Design Principles for Mobile Platform

#### 7.1.1 User Centric

End users availing the service must be centric to the design of Single Mobile platform. Their ease of interaction with mobile devices, the kind of devices commonly used by targeted segments, network availability and demand for service should guide the choice of technology for service development and roll out. Support for local language is necessary.

#### 7.1.2 Usage Profile

The users of the mobile governance service should be able to detect and use the service in an effective manner. The solution should look at the usage at an aggregate as well as at an individual level.

The solution should maintain citizen profile in a secure manner. The profile will have sections for storing citizen personal details, preferences and data required to access department services without having to re-enter these every time.

A onetime user registration page should be provided on through login feature so that information can be collected and edited at a later date by the citizen. It should also be possible to collect citizen entered data on USSD, IVR and SMS.

Profile Manager should have at least the following features:

- i. Save user registration details and support edit/update of this
- ii. Pre-population of user data wherever required in the service work flow. Example: Once user has registered himself/herself, he/she need not enter his name, address etc. In an particular application or form filling
- iii. Language setting can be done in profile manager so that the user need not opt for his preferred language each time he uses the services
- iv. Store specific parameters that can be pre-populated when accessing specific departments. Ex: for electricity department the user address, meter number can be stored in the profile so that these can be populated in the API call to the department

By sourcing user data from different sources, identifying newer target segments, discovering hidden patterns and profiling citizens' behaviour, government departments can usher themselves into unique data driven user management environment. They can then leverage citizen centric user data as a strategic asset to:

- i. Develop a 360° view of citizens
- ii. Personalizing content and service delivery
- iii. Slicing and dicing consumer data to identify user segments to target.

### **7.1.3 Heterogeneous and Interoperable**

The Single Mobile platform should be designed keeping in mind that information flows across applications owned by different departments. The Single Mobile Platform needs to integrate and interoperate with various other external entities. The ability of the solution to easily and in a relative seamless manner integrate with external entities, interoperate with multitude of technologies is a significant criteria while selecting the technology

The Single Mobile platform should also support features which work seamlessly across various channels providing user a unified experience. Following features should be supported by the Mobile solution:

- i. When internet is down, the user should be able to make call to the IVR initiated from the Mobile Platform
- ii. Mail to the customer care support can be invoked from the Single Mobile Platform automatically as well as manually
- iii. Registration made on Mobile platform channels (application and web) will seamlessly reflect in other channels like USSD, SMS and IVR based transactions.

### **7.1.4 Sustainable and Scalable**

Architecturally, the platform should be sustainable and scalable. Sustainability requires the platform to use software, tools, frameworks etc. Which has a large usage base and regular long-term support and upgrades. For scalability, it is important for the platform to be cloud enabled to take the advantage of next generation cloud implementations and technologies. The following criteria must be kept in mind during selection of the technology

- i. Every component need to scale to a large volume.
- ii. Every component as well as the whole system needs to provide consistent and acceptable performance even at scale.
- iii. Single point of bottle-neck and failure must be avoided.

While upgrades and scaling-up, it is necessary that the platform supports earlier versions especially when upgrading the APIs.

### **7.1.5 Pluggable and Loosely coupled Components**

The system should be built with open standards and open APIs with plug-n-play capabilities. The system should be designed to plug-in new technologies and components in a seamless manner, similarly any obsolete technologies or components should be removed without impacting any other

component of the system. The components should be loosely coupled to allow changes in applications that are integrated with it and in any sub-system level without affecting other parts. It should be architected to work in a heterogeneous technical environment.

#### **7.1.6 Portal and App Design, UI/UX**

The Single Mobile Platform should have a robust Configuration and Management system which should allow faster creation and management of desired User Interface and link it to various services and be able to create and make changes to individual pages of the portal and publish these into the production system.

The design of the portal shall be implemented in such a manner that it is easy for the citizen to navigate services as well as to be able to configure favorite services that can be accessed from the home page.

#### **7.1.7 Easy On-boarding**

On-boarding of departments/e-Gov applications should involve minimal changes (ideally to the extent of exposing their existing APIs or developing new APIs if required) in their respective applications. Also, service enablement should happen seamlessly across all the channels (as opted for by the integrating department) simultaneously. If the departments already have mobile applications for services, API based integration have to be done by the selected bidder with mobile application of the department

#### **7.1.8 Address privacy concerns**

The Single Mobile platform should address the privacy concerns of integrated applications and thus restrict visibility of each department to data/information pertaining only to them. Also, the platform should protect user's information.

#### **7.1.9 Multi-Language Support**

Various mobile channels need to support local Indian languages to be able to reach masses. The Selected bidder shall provide support for English, Hindi and Bengali languages across various channels (SMS, IVR, USSD, Mobile App, Mobile Web etc) for services across service categories

#### **7.1.10 Security**

The Single mobile platform needs to have capability to manage security and privacy at multiple levels. A transactional service may require higher security levels than an ordinary information service such as status check or weather forecast.

The solution needs to provide comprehensive functional and data security. The functional security can be achieved by enabling role and permissions based delegation model. The data security can be achieved by business logic or by way virtualization of the data.

#### **7.1.11 Data Backup and Disaster recovery**

The selected bidder should arrange for data backup on real time basis. The client shall arrange for necessary hardware, software and other integrations required for real time data backup of all services. The output of data backup shall be shared in secured hardware with The Client as per data

backup policy. If data backup is not provided as per data backup policy , it shall lead to penalty as provided. All data backup related infrastructure shall be owned by The Client.

Disaster recovery plan shall be prepared by the selected bidder and approved by the client. The Client shall arrange for disaster recovery site. The client shall arrange for necessary infrastructure , hardware, software required for disaster recovery services. The selected bidder shall provide comprehensive disaster recovery services during the entire period of the contract.

## **7.2 Components of Mobile platform**

### **7.2.1 G2C / G2B / G2G / B2C Services**

- i. To create a Single mobile platform that provides G2C / G2G / G2B / B2C on mobile devices across State Government departments/agencies/ private players through a centralized platform. Once deployed for pilot departments the mobile solution shall support integration and mobile enablement of services with marginal effort for on boarding new Government services / other services.
- ii. The single mobile platform should be able to support some Citizen Centric services offered from authorized private Business (B2C).
- iii. Aggregate all services that have been developed by various Departments on a single mobile platform through corresponding APIs exposed by the Departments. Use the same APIs to get those services delivered over multiple channels like Mobile App, mobile web, USSD, SMS, OBD, IVR, missed call.
- iv. Publish a consistent set of APIs that shall be used by Govt. Departments and authorized users for integrating with Single Mobile platform to provide services through various service delivery channels of single mobile platform.

### **7.2.2 Service On-Boarding**

Service Enablement of Government Departments/ other government and private services will involve the following activities

- a. Enablement of mobile application software and Mobile enabled Web Portal. This will include both High end responsive mobile portal and low-end mobile portal (limited services that can be supported for low bandwidths).
- b. Enablement on SMS, USSD, IVR as applicable to the concerned Department
- c. Enablement of Payment services through Payment Gateway suggested by the selected bidder
- d. API based integration of SMS / OBD / IVRS platform as provided by the The Client
- e. API based integration of payment gateway like GRIPS / Other payment gateway as provided by The Client.
- f. Acceptance testing, functional testing, load testing, Security and other audits, any other testing as required
- g. Capacity building for departments users as required.

### 7.2.3 Common API Integration Layer

The single mobile platform needs to provide well defined, open standards based, well published APIs for various entities (departments, business, developer community) to consume and integrate with the solution. In order for platform to enable services, it needs to be integrated with various departments' services (two way integration where the mobile platform calls department API and department API calls Mobile Platform API), the information exchange can be either push or pull based depending on the need. The application integration layer should provide a step by step process for the departments to integrate with the Mobile platform API to enable their services through mobile phone. At a broad level the single mobile platform shall have Pre-Processing API, Post-Processing API and Business Logic API (which may be broken into business logic and payment API wherever required).

Apart from open standards based web-services, the integration module should support data exchange based on XLS, XML, delimited text and other acceptable and widely used formats. The integration module should also provide an on line and batch mode integration facility. Integration with popular social networking sites like Facebook, Twitter and Google+ using the published API as well as integration with mail server would be considered as desirable features.

The integration module will need to be integrated with state and national portal / platform.

The API Layer of Single Mobile Platform solution should offer the following feature

- i. Provide a common API layer or equivalent to support for faster and seamless integration.
- ii. Support for various data formats like XLS, XML, CSV, Delimited based, and Text.
- iii. Publishing of API Development guide as well as Security standards document for integration with Single Mobile Platform
- iv. Single Mobile Platform shall have plug-in based architecture for integrating with various government departments and 3rd party integration while supporting department API in SOAP/XML/Rest/HTTP formats.

### 7.2.4 Work flow

The solution needs to support a work flow based system which can be configurable and will support necessary business logics to support various business requirements.

### 7.2.5 Remote Application Monitoring (RAM)

The solution is going to have multiple loosely coupled modules to facilitate scalability and management of the solution. The solution needs to have high availability and load balancing built into it.

The real time monitoring and management of the single mobile platform using single portal is key to provide uninterrupted and high available service to the citizen and businesses across the state.

### 7.2.6 MIS Reporting and Dashboard

- i. The platform should be enabled with interactive data visualizations capable of creating interactive graphics, information dashboards for viewing data , producing maps.
- ii. The solution needs to provide extensive parameterized reporting facility integrated with reporting tool for both citizens, department users and administrators to run various reports from time to time.

- iii. The **system** should be configured with MIS and Visualization tools for transactions as well as data generated by the clients for their services
- iv. Admin / registered User client should be able to use in built query builder for creation of MIS reports. There should options like slice and dice, categorisation , filters for generation and modification of MIS reports and charts
- v. The platform should be enabled with graphical representation of data like bar chart, plot chart, pie chart and others.
- vi. The user client should be able to easily define the x and y coordinates to generate MIS reports, charts
- vii. The user client should be able to define data based fields for which reports are required and generate reports on ad hoc basis as and when required. For each data field, report should be able to be generated as per the X / Y as per requirement of the user client
- viii. All these reports should be mobile compatible and user experience for viewing the reports and charts should be as per satisfaction of the client
- ix. All reports should be available for download, or sent to email address of registered client user on click of a button
- x. The user client may provide format of MIS , Dashboard design and visualisation specs, which shall be easily configurable by the client. If not, same shall be configured by the SI and approved by the client
- xi. A department may require to generate reports from database directly on the mobile screen along with charts and download facility. The format should be easily configurable by user or SI. This may be done as a service to various users and stakeholders of a department. The workflow may still reside on web platform and not through mobile app. Multiple Status enquiries and MIS reports may be required for multiple databases of a department.
- xii. The reporting strategy may be defined by the client during implementation stage. The client shall define fixed format reports/ ad hoc reports required from time to time which the client should be able to create itself from system. If not SI shall configure the report as per formats required by the client / user client. There may be reports depending upon below criteria which is suggestive in nature and not conclusive. Reports generation is a dynamic requirement of the client and shall be fulfilled as per the requirements as and when required.
  - a. Daily / Weekly / Monthly / Quarterly / Annual reports in fixed formats
  - b. Time / Period based Ad Hoc reports in fixed formats
  - c. Service wise transaction reports for successful / failed transactions
  - d. Data based Fixed format reports
  - e. Data based Ad Hoc reports
  - f. Payment reports for all channels like GRIPS / net banking / credit card / debit card / wallets etc
  - g. Mobile delivery channel wise reports
  - h. Login / Hits / App download / No of users / Other platform level reports

### **7.2.7 Customer Support / SLA Monitoring / Application Management**

- i. The selected bidder is required to provide Help Line module for customer support function, Application Management Module for Application Management and SLA Monitoring. The Help Line module shall be used by the selected bidder to manage the technical and functional ticketing and process work flow related queries .
- ii. The SLA monitoring tool shall have the ability to track the SLAs described in the RFP at a minimum; the monitoring tool shall have the ability to generate the necessary reports. The SLA monitoring tool shall have the ability to export or import the necessary data.
- iii. The application monitoring tool shall help selected bidder and The Client to manage and monitor Single Mobile Platform and related components of Mobile platform effectively. The tool shall monitor the services, unified portal as well as reporting is a necessary aspect of the application management tool.
- iv. The technical support to the onboarded departments / other service providers shall be managed by the helpline resources through ticketing system.
- v. The selected bidder should provide an integrated Customer care support interface where the customer care centre can view transactions of the citizen for better coordination and support to the citizen.
- vi. The helpline customer support should be able to help user in the multiple ways including but not limited to:
  - o Inform exact status of the transaction based on his mobile number. The customer care support should be able to recognize the person based on the email/ call ( if registered ) or any other required input and get an access to his transaction details
  - o Should be able to cancel any transaction on behalf of the user (bus ticket booking cancellation)
  - o Register or de-register the user for any particular service

### **7.3 Service Channels and Interfaces of the Mobile Platform**

- i. The platform should have existing network integration modules that already support all the protocols used for back-end integration with all Telecom Operators in across India for SMS, USSD, Voice Channels. All coordination and liaison with telecom service provider shall be done by the selected bidder.
- ii. The Single Mobile platform should support services enablement over the following mobile channels and interfaces

#### **7.3.1 Mobile Application i.e. The Front end of the Mobile Platform**

The Single Mobile Platform shall be accessed as a Mobile application by the citizens for availing services. The mobile application shall be the front end to the citizens. It should be enabled on all commonly used mobile operating platforms. The features in the Mobile web portal should closely match the features in the mobile app. It should be possible to configure/modify/update changes to the App sections from the server.

Following are some of the features should be enabled through the solution:

- i. The Mobile application should provide quick and responsive experience even with limited bandwidth and pages as required should be locally cached on the device
- ii. It should work on both online and offline mode wherever the pages are locally cached. It would need connectivity only when it requires to call an API.
- iii. The forms page should have auto save option for the users to complete forms fill up in multiple sessions
- iv. Login and password along with OTP / Aadhaar based authentication shall be enabled in secured environment for service delivery
- v. Easy user interface for the citizens to upload documents, make payments through various channels
- vi. Simple user interface for User profile creation and modification
- vii. User dashboard must appear for the logged in user showing all types of services availed, transactions conducted / unfinished, status of services, action pending. Citizen should be able to see in an MIS report all actions undertaken by the user through the App. Download of MIS in excel / MIS format should be enabled
- viii. Status checking is a common feature of any citizen centric application
- ix. The bidder should ensure that personal data cached is not being exposed to any 3rd party in any form.
- x. It should work on all commonly used mobile operating platforms like Android, windows and ios devices and others ( should support current and last 2 versions )
- xi. It should be possible to make changes in App pages from the server side without having to submit the app for upload and approval from respective app stores.
- xii. The App should support security features such as mobile Open Web Application Security Project (OWASP) and should pass security testing by a third party.
- xiii. It should be possible to erase the content of the app from the server in case the citizen requests for the same.
- xiv. It should support device elements such as accelerometers for enabling apps which works on motion/shaking. Example: Women safety app which can trigger notification based on shaking the device
- xv. It should also support feature such that when a citizen presses combination of number sequence, it shall be recognized as alert and auto SMS with geo-location shall be sent to pre-defined numbers to support citizens in distress
- xvi. The app should support both GPS and BTS( Base Transceiver Station ) supported location based service.
- xvii. All services shall be provided in Bengali, Hindi, English languages
- xviii. The App Should be smart enough to show the language of the region based on the GPS location of the device. For example Citizen opening the APP in West Bengal should see the APP in Bengali with an option to change the language.
- xix. The APP should be able to initiate a video / audio recording on its own on click of SOS (or any other button) in an emergency. The App will record and send the video / audio clip of 15 – 30 seconds duration with the location details to the server automatically. This will help the citizen particularly Women in case of an emergency. The Clip will not only provide the location information and type of help required but also act as evidence.

- xx. It should be able to use the device features to capture data like Images, Bar-codes, Audio, Videos, GPS, Document pages along with date and time stamping and be able to sync these to the server.
- xxi. It should also allow to upload stored data from the device like media files (image, audio, video), PDF etc.
- xxii. The APP should be smart enough to show the frequently used services links in the first page. The App should show the services as per the profile of the user.
- xxiii. Voice based search option within the application should be available. It will help the user find the service they need from the gamut of services across the country.
- xxiv. The App may be enabled to be able to use the biometric and / or IRIS related data if the device supports it.

### **7.3.2 Mobile Web**

Mobile Web portal should support all devices like mobile, tablet, desktop etc. Through a responsive screen. It should be Operating System and device agnostic. Following should be the features supported by Mobile Web:

- i. It should work on all mobile and tablet form factors by recognizing the device details automatically.
- ii. It should be OS agnostic (at least all standard OS like IOS, Android, Blackberry, and Windows)
- iii. It should work on all standard browsers
- iv. Support for dial to call feature from a page
- v. It should support multiple languages
- vi. It should be possible to make on-the-fly changes to the portal through a UI and immediately make these available to citizens.
- vii. The user experience of the citizen on the Mobile Portal and App should be similar in terms of look and feel, navigation, menu and access to preferences and other data.
- viii. User authentication supported by PIN or alternative methods.

### **7.3.3 Replication of On-boarded services as / with specific Mobile App of the department**

- i. If user department / office requires, ONLY for all those services which are on boarded on single mobile platform, the same may be replicated as a separate mobile app for the department specific or API based integration shall be done for those services on-boarded on single mobile app with existing mobile app of the department if any.
- ii. The instances already created in the single mobile platform shall only be replicated as / with the mobile app of the department.
- iii. There shall no need for extra development for mobile app of the department required.
- iv. Any changes in the single mobile platform related to such a service shall automatically be reflected in mobile app of the department

#### **7.3.4 Low bandwidth support**

The mobile portal as well as app should be able to provide services at low bandwidths also. For this, the mobile app and portals should be tuned for low bandwidths to prevent non-access of services by users when bandwidth is low.

#### **7.3.5 SMS, USSD**

- i. SMS Long code/Short code, USSD Code integration and configuration capability with all Telecom Operators in West Bengal
- ii. SMS Message routing to appropriate service based on the Long Code/Short Code and Keyword.
- iii. USSD Message routing to appropriate service based on the USSD Code.
- iv. Support both Mobile Initiated and Network initiated Sessions.
- v. Support Delivery Report Tracking and Notification back to the Application.
- vi. Support Multi-model support for both SMS Short Codes and USSD Codes.

#### **7.3.6 Pull SMS**

In Pull SMS services, citizen sends an SMS to a short/long code along with a keyword and text which will be routed to a configured service. The service can send back a response through the same short code/long code as per the service logic. This type of service is mainly used for informational service where the citizen wishes to track or obtain information. The syntax for the service will be made available through a help menu or as response if the citizen sends a wrong format request. Validation of the request sent by the citizen shall be done by the service business logic.

Pull SMS services can be of 2 types:

- i. One way pull SMS: Here the citizen uses to either capture data or report any event.
- ii. Two way or transactional Pull SMS services: Here the citizen goes through series of interaction through pre-defined syntaxes to either seek information or do a payment transaction.

#### **7.3.7 Push SMS**

The platform should provide interfaces to departments and authorized users to send SMS messages to citizens. It should support both transactional and promotional Push SMS services. It should support sender ID for required departments which will be cleared by TRAI. It should support following ways of Push SMS services:

- i. API based: The solution should provide a standard API to the Departments to avail SMS services and support text, binary and Unicode messages.
- ii. Outbound Dialer / Bulk Push through UI: The platform should provide a user interface to the Departments to add messages and user mobile numbers to push any bulk SMS. This should allow scheduling the messages as well as replacement of parameters so that customization is possible.

#### **7.3.8 IVR (both Inbound and Outbound)**

This Module shall support building Interactive Voice Response call flows that can be linked to both Inbound and Outbound calls. When a call lands on to the configured numbers or extensions, the

IVR system should use both the called party and calling party numbers and allow the calling citizen to navigate the configured services using key press

It should also be possible for the system to use preferences of the citizen in terms of language as well as other data to make it simpler to access and utilize the services. The caller's number may be used as the citizen identity if registered in the system and allow service related data to be retrieved and used so that the citizen need not enter data again.

It should be possible through a GUI to be able to add new flows/modify existing flows/ change prompts and publish these immediately without having to take the services down.

The solution should generate extensive logs that will track the user navigation and the options selected for audit purposes. It should be possible to transfer the call to an external IVR so that the citizen can avail these services without dialing again into the external IVR. The integration with external IVR shall be done by the Selected bidder in coordination with the external IVR provider.

The IVR application shall integrate with the common layer for API integration any department service interaction and shall support integration with other message channels such as SMS or USSD to allow messaging through those channels.

The Outbound Dialer System shall be able to initiate calls to the list of mobile numbers that can be configured by any department. It shall be possible for the department to specify a prompt as well as a call flow either through the Call flow. An API shall also be provided so that departments can initiate Voice call to a number with linked prompt or call flow that has been configured on the system.

Reporting should be provided that indicates the number of successful calls, failures with reasons as well as the menu traffic for a given period. The platform should provide for :

- i. Long code/Short code integration and configuration capability with all Telecom Operators in a Pan India basis for Inbound Call Services.
- ii. Inbound Call routing to appropriate service based on the Long Code/Short Code.
- iii. OBD CLI configuration & integration capability with all Telecom Operator in a Pan India Bases for OBD Services.

Additionally, The solution should be able to integrate with The Client provided IVRS platform

### **7.3.9 Unstructured Supplementary Service Data - USSD (both Inbound and Outbound)**

The solution must support interfaces to configure USSD menu flows depending on the command and a series of messages based on the context. This should be configurable through a graphical UI. It should be possible to provide both English Hindi and Bengali language messages. The USSD menu flow should be integrated with the common API integration layer to interact with department services.

The solution should also support push USSD messages, by providing a list of mobile numbers and the message call flow. These can be scheduled and be linked to other channels where required. For example a USSD request should be able to trigger a call back or an SMS message.

### **7.3.10 Missed Call Service**

The solution should be able to configure missed call services on configured numbers. These will be Toll Free Numbers and the call shall be dropped as soon as the citizen call is accepted. The solution should capture the calling number and the called number and as per configuration, link these to services or other channels through the solution. Ex a missed call service can result in an SMS/ USSD / OBD with service details for a specific department

### 7.3.11 Outbound dialer service ( Bulk Voice Messages )

The solution should provide bulk voice messages initiated by individual departments / The Client through the User interface provided by the selected bidder. OBD initiated Voice calls can be scheduled and be linked to other channels where required. For example it should be able to trigger a call back or an SMS message or an IVR instance

### 7.3.12 Other features

- i. The platform should have necessary integration to lookup Circle/Operator information by Mobile directory network
- ii. Support TRAI guidelines.
- iii. Support Configurable retry mechanism based on the error code at telecom operator Integration Level, Service Level.
- iv. Flexible Traffic Management solution to handle events surge in the usage.
- v. Support advanced queuing mechanisms to route traffic with different priority as per the business requirement.
- vi. Example: Shall support different queue for incoming/outgoing message forwarding, example: queue 1 is for Department1, 2 and 3, queue 2 for deapartment4, 5 and queue 3 for department6, default queue for others
- vii. Platform integrations should be configured for High Availability.
- viii. If connection is not available, the Single Mobile Platform must be able to buffer the messages going to and handle the additional incoming traffic once smscs is up. This buffer must be configurable.

## 8 Implementation Approach

- i. Software developed centrally and deployed by The Client
- ii. Enablement of each department / government agency services shall be considered as single instance.
- iii. Tentative list of services may be prepared by the selected bidder during SRS finalisation stage. However for any additional services, the selected bidder shall be paid as per the rates quoted

## 9 Commercial Model

### 9.1 Deployment of Platform

- The Single Mobile Platform shall be developed, deployed and managed by the selected bidder and has to be maintained for a period of 3 years, extendable on mutual commercial terms & conditions. The price quoted shall be all inclusive of all kinds of maintenance and warranties required for the project during the tenure of the project.
- The Selected bidder shall provide/develop the Single Mobile platform software and host it on the cloud infrastructure provided by The Client **OR IF Required** MeitY, GoI approved Cloud Infrastructure proposed by the bidder as part of the bidding documents.

- The client may also require the SI to provide a goi approved cloud infrastructure to host the single mobile platform at any time during the tenure of the contract.
- The hosting environment as well as data for the entire Single Mobile platform has to reside within the territory of India.
- Operations, Maintenance beyond initial 3 years of contract for 4th year and 5th year : Operations and maintenance beyond tenure of initial 3 years for 4th or 4th and 5th year shall be as per discretion of The Client. If extended for any year, the rate quoted here shall be final. If extended, all SLAs clauses and related penalty clauses shall apply accordingly. The selected bidder shall have to provide operations and maintenance for all deliverables under the scope of work and terms and conditions of this RFP.

## 9.2 Platform Enablement

Platform enablement shall mean

- i. The platform is ready with mobile app, mobile web
- ii. That the platform is integrated with SMS / OBD/ IVRS / USSD / Missed call service
- iii. The platform is integrated with Payment Gateway / GRIPS
- iv. The platform is integrated with email server
- v. The platform is ready for enabling various government through open APIs or otherwise
- vi. That the API enablement layer is ready

The above enablement includes development, testing, security control, auditing , training , audit trail , data backup, disaster recovery planning, documentation, capacity building signoff for each feature and functionality .

## 9.3 Service enablement or Service On-Boarding

A service enablement for which the bidder is quoting is defined below:

- i. For every service enablement, there will be API integration with the department's services / other third party services and corresponding service flow on the platform. This integration will have to make service available on an end-to-end basis on the mobile platform , which includes
  - a. Secured login with Aadhaar authorization
  - b. Applying for service through common application form
  - c. Status enquiry and update
  - d. SMS , email notifications to the applicant/ concerned officers / other authorized users
  - e. Upload of documents
  - f. Online Payment ( single debit multiple credit )
  - g. Delivery of service,

- h. Digital signature
  - i. Download of certificate / license
  - j. MIS reports and user dashboards in formats as required by the user client
  - k. And any other flow available as part of the delivery of a service. It includes querying status multiple times on different parameters, as applicable for a given service, and advanced search feature.
- ii. If the departments already have mobile applications for services, API based integration have to be done by the selected bidder with mobile application of the department
- iii. Service Flow for each service shall be finalised between selected bidder , The Client and concerned department for enablement. A workflow based mechanism shall be followed for considering instance of enablement of each service.
- iv. For example,
- In Online Registration forservice is one Service which includes
    - Registering through a form
    - Making online payment
    - Submission of documents online
    - Checking status online
    - Corrections / Modification to the application form already submitted
    - Download certificate / output of application processing
    - Checking Online Application Status shall **NOT** be counted as a separate service
    - Dashboard / MIS for various level of users based on design and visualisation specs provided by the department or approved by the department. This shall not be considered as separate service
  - Fetching of Land Records is One Service though it involves fetching data based on different parameter/queries and involves multiple user – system interactions
  - A typical finance department service would involve integration with finance management module for Budget, DDO functionalities , bills submission, online payment and receipts system with status tracking and generation of MIS reports and visualisation at various user levels. A typical HRMS module for employees of the state may require integration for leave and loan approval system / employee service book records with status tracking and generation of MIS reports with visualisation at various users levels.
- v. Once the Mobile platform has been made operational, it will integrate with service providing department's applications for enabling individual services. Service Enablement means going live with a service of a department which involves:
- a. Develop necessary APIsfor a given service on the Mobile platform (in addition to common APIsrequired for all applications and other common services such as authentication etc.)

- b. Integrating with the department application,
  - Interaction with respective department and gathering requirements
  - Developing APIs for the integrating department (if required)
  - Integration of Mobile platform with the department service APIs.
- c. Providing an end-to-end user interface on mobile app and Mobile web for this service
- d. Providing capability to fetch service with mobile app and Mobile web through Mobile platform
- e. Testing, deployment, security and other audit and go-live after sign-off from The Client and respective service owner department.
- f. Enable Data backup services
- g. Enable Disaster recovery services at the site provided by The Client
- h. Enablement of Payment through payment gateway and/or where there is integration required outside of the Payment Gateway as decided by The Client/integrating department.

#### **9.4 Connectivity with telcos**

Selected Bidder shall have to integrate with telecom service providers for various channels for SMS / OBD / IVRS / USSD Services / missed call services

#### **9.5 Convenience Fee**

For certain types of services (ex. Payment, G2C) based on the policy of individual departments The Client may choose to charge convenience/subscription fee out of which 80% will be shared with the vendor and 20% will be retained by The Client.

#### **9.6 Toll Free Helpline**

Toll Free Helpline shall be provisioned by the selected bidder:

- Helpline shall be toll free for callers
- Selected bidder shall provide all infrastructure and other arrangements to operate the helpline.
- There shall be provision for both incoming and outgoing calls on helpline.
- There shall be 1 terminal Line to begin with. It may be increased as required
- For these 1 terminal line, there shall be 2(Two) helpline executives
- 2 executives for helpline functioning , backup, MIS reports shall be provided
- Helpline executive should be fluent in English , Bengali and Hindi
- Volume for each day is expected to be around 90-100 calls per day per terminal line
- If volume increases , extra lines shall be provisioned by selected bidder for same rates as quoted in financial bid

- Rate for each executive is to be provided at the time of bidding shall be inclusive all input costs to the selected bidder. Only call charges based on actual billing shall be paid to the selected bidder based on invoice from telecom service provider
- The Client may request for change in resource as per performance assessment which needs to be complied by selected bidder
- Helpline shall be functional on 12hours per day for 365 days with 1 line
- Toll free number shall be arranged by the selected bidder which shall be owned by The Client. Toll Free number shall remain the property of The Client even after contract is over with the selected bidder
- The Client shall be provided with the options of choosing premium numbers for the toll free helpline by the selected bidder
- Call charges Billing shall be as per number of minutes consumed on actual basis per month.
- Telecom service provider bill required as proof of number of minutes.
- Selected bidder shall be paid at actual on basis of Invoice from TSP for call charges

Type of Reports to be provided by selected bidder

SI No	Type of Report	Requirements	Frequency of Report/ Format of submission
1	Report related to Phone calls	<ul style="list-style-type: none"> <li>• Various reports may be required by The Client featuring call related details from time to time. Such reports shall have to be provided by selected bidder for which the requisite format and fields shall be provided by The Client.</li> <li>• These reports shall entail from data which is already captured by Software like Call Log with caller ID, date and time of the call, duration of the call</li> <li>• The reports may pertain to single period or cumulative period as required by the The Client</li> <li>• The Monthly reports shall be preserved by selected bidder for 12 months from end of the month pertaining to which the report is prepared</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Report through email in spreadsheet format</li> <li>• The report should be furnished with charts, diagrams and other graphical representations for better understanding of the figures and better user interface</li> <li>• Invoice/ Bill from Telecom service provider must be provided with call details for the entire month</li> <li>• Reports shall be audited and cross checked by The Client</li> <li>• Any discrepancy in such records may be removed or explained by selected bidder</li> </ul>

2	Report on Queries raised by caller	<p>The Client shall provide actual format and fields required for report from time to time. The department may request inclusion of fields as and when required.</p> <ul style="list-style-type: none"> <li>• These reports shall entail from data which is already captured by Application Software</li> <li>• The reports may pertain to single period or cumulative period as required by the department</li> <li>• The Monthly reports shall be preserved by selected bidder for 12 months from end of the month pertaining to which the report is prepared</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Report/ through email in spreadsheet format</li> <li>• The report should be furnished with charts, diagrams and other graphical representations for better understanding of the figures and better user interface</li> </ul>
3	Call Recording in audio format	<ul style="list-style-type: none"> <li>• Every Call should be recorded and made available to The Client in generic audio format which can easily played by generic media player application software .</li> <li>• Each and every call recorded must be provided every week at the end of the week.</li> <li>• The reports may pertain to single period or cumulative period as required by the department</li> <li>• This may be audited by The Client for Call Quality check</li> <li>• Any deficiency highlighted by The Client may be solved or explained by selected bidder and shall be governed by Service Level Agreement signed between 2 parties</li> <li>• This data shall be preserved by selected bidder for 6 months</li> </ul>	Weekly Report to be provided in DVD or CD

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**10 Roles and Responsibilities**

The following section outlines the responsibilities of The Client, selected bidder and Integrating Departments.

**10.1 Selected bidder**

**i. Single Mobile platform related :**

- a. The selected bidder is responsible for design, development, deployment, commencement and 3 years of operations, comprehensive maintenance, warranty and support of the single mobile platform and to comply with all necessary standards and regulations.
- b. The selected bidder shall have to facilitate and ensure audit, testing , UAT , Pilot deployment , capacity building , go-live of the application.

**ii. Cloud infrastructure for hosting the platform :**

- a. The cloud environment provided by the client will have to be integrated with the single mobile platform by the selected bidder. In such a case :
  - i. The bidder shall provide the ideal, reasonable hosting infrastructure requirements as part of technical bid so that the cloud environment is optimally utilized at all times during the tenure of the contract
  - ii. The bidders shall provide cloud infrastructure requirements as part of the technical bid documents
  - iii. The technical committee formed by the client shall provide approval on the cloud infrastructure requirements . The technical committee may also suggest changes if not found reasonable even after bidding stage
- b. If required, the selected bidder shall have to provide cloud environment including backend hardware, software, licenses, infrastructure required to deliver single mobile platform as a service. As such, The bidder shall also have to propose option for hosting the single mobile platform at the cloud environment identified and proposed by the bidder. The client may use the bidder provided cloud environment as its convenience for hosting the Single Mobile Platform. The bidders shall propose a Meity, GoI approved cloud environment as part of technical bidding document. The bidder shall provide the necessary Cloud Infrastructure including all Systems Software, Hardware, Third party licenses, network infrastructure ie entire IT and telecom Infrastructure for hosting the Single Mobile Platform. The bidder shall provide the technical details of cloud infrastructure as part of technical bid. The bidder shall be responsible for integration, hosting, operations , maintenance , support of the cloud infrastructure. The bidder shall provide rate for utilising such cloud environment as part of financial bid. However, the rates shall not be part of the Financial Bid calculation. No

commitment is being made for usage of such cloud environment proposed by the bidder. If the cloud environment proposed by the bidder is used, the same shall be eligible for payment of basis of period used and rates as finalised during financial bidding stage. There shall be no changes in the rates once proposed by the bidder.

- c. The bidder shall have to pass all audits as directed by the client before hosting the single mobile platform. The client shall appoint the audit agency and cost of audit shall be borne by the client.

**iii. Security Audit and testing:**

- a. Responsible for facilitating all security audit by agency as appointed by the client
- b. Facilitate period audits as required by the client
- c. Facilitate User acceptance Tests and functional testing as required for go-Live of the Platform
- d. Facilitate all testing and audits for on-boarding for each service on the platform
- e. Conduct all testing at staging server

**iv. Service enablement**

- a. Responsible for creating open APIs for government departments / offices and third party Value added service providers for integration with single mobile platform
- b. If the departments already have mobile applications for services, API based integration have to be done by the selected bidder with mobile application of the department
- c. Documentation and publishing of these APIs on the Mobile web portal

**v. Responsible for integration with telecom service providers / aggregators for**

- a. SMS based Push & Pull services
- b. Enabling and call flows for USSD channel
- c. Outbound dialler enabled bulk voice messages including creation of voice messages
- d. Missed call services
- e. IVR : The Selected bidder is required to provide end-to-end IVR solution in multiple languages (Hindi, English and Bengali ) integrating with IVR channel / vendor which includes software development for IVR, menu development and recording of prompts.

**vi. Integrations with :**

- a. Integration of online payment system through GRIPS/ other payment services
- b. Responsible for e-pramaan integration
- c. MIS and Visualization Tool
- d. Development of fees consolidation module
- e. Development of user experience based predictive analytics feature

**vii. Operations :**

- a. Responsible for day to day operation of the single mobile platform including reporting, dispute resolution etc. Pertaining to the single mobile platform.
- b. Work closely with The Client to manage day to day relationship with telecom operator, financial institutions, other government departments and any other external entity as identified by The Client for operationalization and management of the platform
- c. Operations, Maintenance beyond initial 3 years of contract for 4th year and 5th year : Operations and maintenance beyond tenure of initial 3 years shall be as per discretion of

The Client. If extended for any year, the rate quoted here shall be final. Bidders shall provide rates for Operations and maintenance of the entire scope of work . This shall not be part of Financial Bid evaluation. If extended governing SLAs and related penalty clause shall apply accordingly.

- d. Will undertake all the tasks related to hosting, deployment and operation for smooth functioning of Mobile platform on The Client provided cloud / other hosting platform

**viii. Compliance & Certifications :**

- a. Responsible for compliance of the platform to various guidelines & regulations (eg. RBI's mobile banking & payment guideline, TRAI's Bulk SMS Guideline, GIGW guidelines, security standards )

**ix. Data backup and disaster recovery :**

- a. Provide data backup and disaster recovery related services as per the policy for which the infrastructure shall be provided by The Client

**x. Documentations :**

- a. The selected bidder will create and take a sign-off on the documents required at various stages of SDLC during platform development and maintenance and support. It will be also responsible for regular updation of the documents as and when required
- b. Provide audit trail as and when required

- xi. **Training and Capacity Building :** Conduct training to help government departments/ other offices to enable mobile services for the respective departments so as to generate maximum benefit out of the mobile governance initiative

## 10.2 The Client

THE Client shall be responsible for all infrastructure , regulatory, program management and project monitoring responsibilities as given below:

### 10.2.1 Infrastructure related

- i. Provide cloud infrastructure in the West Bengal State Data center/ other site including all IT hardware , systems software, systems security, network infrastructure, internet connectivity, power and power backup and other related items for deployment/ hosting and operations of the single mobile platform in WBSDC Cloud.
- ii. Provide entire IT and network infrastructure for data backup and Data Recovery services.
- iii. In such a case :
  - a. The bidder shall provide the ideal, reasonable hosting infrastructure requirements as part of technical bid so that the cloud environment is optimally utilized at all times during the tenure of the contract.
  - b. The bidder shall provide cloud infrastructure requirements as part of the technical bid documents
  - c. The technical committee formed by the client shall provide approval on the cloud infrastructure requirements . The technical committee may also suggest changes if not found reasonable even after bidding stage

### 10.2.2 General Management

- i. Constitute the Governance and Project Management Structures from Government as required for implementation and rollout of Single Mobile Platform.
- ii. Evaluate the bids received in response to this RFP and select the Selected bidder.
- iii. Finalization of the agreement and the SLA with the Selected bidder.
- iv. Continuous monitoring of program and evaluate the performance of the same on regular intervals.

### 10.2.3 Project Management Unit (PMU)

- i. PMU will be responsible for all necessary liaisons with Government Departments, The Client, DIT&E, external entities ( TRAI, NPCI, RBI etc.) And selected bidder. PMU will be set-up before the commencement of the project and deployment of single mobile platform.
- ii. Liaison with Payment Gateway and Banking partners and manage day to day operations and all necessary coordination.
- iii. Liaison with the Banks and Payment gateway to enable multiple payment modes like Netbanking, Credit cards, Debit cards, etc
- iv. Evaluate Change Requests raised by the selected bidder and ensuring timeline approval on the change request effort estimations.
- v. Responsible for all payment reconciliation between Banks, Departments and Payment Gateway for payment
- vi. Responsible for finalising requirement specifications alongwith selected bidder for enabling services based on which the selected bidder will develop the services
- vii. PMU shall be responsible for bringing on board various government services
- viii. PMU to review of functional specifications, test documents, acceptance plant, project plans, architecture related to Single Mobile platform
- ix. PMU to be responsible for managing functional testing, Load Testing, Performance Scalability Testing. The Selected bidder is required to provide the necessary baseline documents and other documentary evidence of carrying out the testing for necessary testing and will assist PMC in all these aspects to complete the testing.
- x. Facilitate meeting of the Steering Committee at regular intervals to take stock of the progress of the project, resolve issues.
- xi. Facilitate issuance of relevant Government Orders and guidelines with respect to any reforms or Business process reengineering with defined Standard operating procedures (SOP).
- xii. Perform validation of all the deliverables, to review architecture, to review the performance and scalability of the Mobile platform.
- xiii. Facilitate appointment of 3rd party agencies for Security Audits or any other audit.
- xiv. Bid processing and evaluation and on boarding of Selected bidder.
- xv. Project evaluation and SLA monitoring and clearance of invoices raised by the Selected bidder on time.
- xvi. Facilitate issuance of work order to the selected bidder before selected bidder starts service on-boarding.

- xvii. Facilitate Signing of required Agreement/mou with individual Departments for finalizing commercial models in case where convenience fee is involved.
- xviii. Responsible for sizing of necessary IT infrastructure in close co-ordination with selected bidder so as to operationalize the Mobile platform as required

#### **10.2.4 State Government Departments / Other Offices / Third party service providers**

Single mobile platform will be deployed on cloud / other hosting platform at west bengal state data center or any other platform as identified by the client and will be accessible to all state government departments/ government offices / other third party service providers whether public or private through a secure connectivity. The client will coordinate with the state departments / third parties for integration process. The responsibilities of the state departments / third parties are:

- i. Appoint single point of contact
- ii. Classify services based on the back-end availability of API and egov enablement.
- iii. Classify services based on guidelines from The Client for Single Mobile platform including all channels.
- iv. Service identification and scope finalization, specifications and all necessary sign off of services for enablement on Single Mobile Platform .
- v. Participate in discussion with Selected bidder to select appropriate templates for services.
- vi. Identify the API availability of services and create and approve the specifications for the service.
- vii. Provide service functionalities , sub services within the main service for enablement
- viii. Provide end –to – end workflow based process maps for integration purpose
- ix. Facilitate Integration with the Mobile platform using the Mobile API and the department / third party API for transfer of data.
- x. User testing services and approve these for making the services Live

## **11 Commercial Structure**

Selected Bidder is required to provide the financial rates for the following components

### **11.1 Mobile Platform development, deployment and integration fees**

- i. Based on the rates quoted the bidder will be paid mobile Platform Development and service enablement charges
- ii. Selected bidder will be eligible for this payment when the platform has all the functionality as mentioned in this RFP

### **11.2 Service Enablement Cost or Service On-Boarding Cost**

#### **11.2.1 Where Department provides the API**

- i. The service enablement could be for 2 categories of e-readiness of the department:

- a. The department has online service but no mobile application
  - b. The department has mobile application
- ii. The service enablement cost involves the cost of enabling, managing, maintaining and enhancing the service on Single mobile platform. This includes development of necessary API on the Single mobile platform, integrating the API with API exposed by the department or the method proposed by the department, creating the data in the necessary format for department to process, providing batch and / or online integration option depending on the departments need, enabling the service across multiple channels & languages( 3 Languages, i.e. Hindi, English and Bengali) as per department's need, documentation of the service, training , testing & certification, deployment and go-live of the service.
- iii. The Client may require a proper, satisfactory explanation for the cost structure proposed by the Selected bidder.
- iv. Bug fixes, enhancements to existing modules and services shall be covered under Service enablement cost.
- v. Separate rate to be quoted for :
  - a. The department has online service but no mobile application
  - b. The department has mobile application
- vi. **Minimum guarantee of 10 services enablement ( Without API development ) per annum for 3 years is being provided here to the selected bidder for department services online without having own mobile application**

### 11.2.2 API is developed by the selected Bidder for integration

There will be certain scenarios where the API's will have to be created for the department Service so as to bring it on Single Mobile Platform. In those scenario's the Selected bidder will be paid **2 times the Service Enablement Mandays quoted for API integration without API development**. This is applicable for both web based online service and mobile App based API integration of service delivery by the department.

### 11.3 Mobile Delivery channel Usage Fees

Selected bidder will be provided Usage Fees based on the number of successful transactions done on various channels based on the rate quoted by the bidder.

Activity	Unit	Remarks
<b>Mobile Channels</b>		
SMS- Push and Pull ( 500000 SMS per month for 3 years )	Per SMS	NOT Part of Financial Bid Calculation

OBD (30 sec pulse as average , Including voice recording etc) (200000 OBD calls per month for 3 years )	Per OBD Call	NOT Part of Financial Bid Calculation
IVRS (including voice recording, hierarchy development etc by selected bidder) ( One platform with 5 levels of inputs ) ( 10 IVRS platforms to be developed per year for 3 years)	Per IVRS Platform	NOT Part of Financial Bid Calculation
USSD ( per instance ) ( 25000 instances per month for 3 years )	Per Instance	NOT Part of Financial Bid Calculation

**Note :**

- a. NO Minimum Guarantee for SMS / OBD / IVRS / Missed call services/ USSD : There is **NO** minimum guarantee for other mobile channels ie OBD, IVRS, Missed call services.
- b. Volume above is provided only for rate quotation purpose
- c. Rates Quotation for Mobile channels : Rate Quoted shall be final rates for the project duration.
- d. Rates Quotation for Mobile Channels ie SMS / OBD / IVRS / Missed Call Services / USSD : Bidder shall **ONLY** provide rates for mobile channels services.
- e. Rates quoted in financial bid shall **NOT** be considered for financial Bid calculation purpose.
- f. Units mentioned above is **ONLY** to give indication about volume for the bidders to bid. However, there is **NO** way to determine the actual volume which may vary drastically during the project period. **SO** the units mentioned in **ONLY** indicative in nature and thus does not determine in anyways any volume for these services.
- g. Rates quoted for these services shall only be applicable on usage basis. For all payments, billing from telecom vendor shall be required along with other system generated documentary proof for payment No input charges shall be levied over and above the mentioned rate quoted by the bidder which includes PRI lines, executives, telecom vendor charges, voice messages, IVR hierarchy development etc

**11.4 Helpline charges**

Selected bidder will be provided Helpline charges based on the number of executives as per the rate quoted by the bidder.

Activity	Unit	Remarks
Toll Free Number One time charges	Toll Free Number	Part of Financial Bid Calculation

Toll Free Helpline for citizens ( Inbound + outbound ) Manpower charges- rate for 2 executives for 12 months . ( For 1 line , 2 executives to cater 365 days and 12 hours every day functioning of helpline) Rates to be quoted on man-month basis . However deployment of resources for 1 line shall be for 365 days	Man Months	Part of Financial Bid Calculation
Toll free calling charges ( rates per minute for 12hours * 365days*1 line). No. Of Minutes mentioned here is only for financial bid calculation. This is not Minimum Guarantee. Billing shall be as per number of minutes consumed on actual basis per month. Telecom service provider bill required as proof of number of minutes. ( to be paid at actuals on basis of Invoice from TSP )	Per minute call rate	Part of Financial Bid Calculation

**Note :**

- Helpline charges : Minimum 2 executives are being provided for technical helpline for all kinds of queries . All input costs shall be included for the helpline in the rate quoted.
- Later on if the call center/ helpline executives are increased, the rate quoted here shall be considered.
- Incoming calls at helpline shall be Toll free for the citizens.
- The incoming and outgoing call charges shall be billed by the selected bidder on actual basis. There is **NO** Minimum guarantee for call charges .
- Call charges ( INR / minute ) for toll free number to be operated by the helpline executives shall be quoted here and shall be final for rest of the period of the contract.

**11.5 Change Request**

Activity	Unit	Remarks
Change Requests during the tenure of contract on actuals. For financial bid calculation purpose 60 mandays per annum is considered. Actuals shall be different ( per manday Rate )	Mandays	Part of Financial Bid Calculation

**11.6 Convenience Fees**

- vii. For certain types of services based on the policy of individual departments; The Client may choose to charge convenience/subscription fee out of which 80% will be shared with the selected bidder and 20% will be retained by The Client. An escrow account between The Client and the Selected bidder would be used for convenience fees pay outs.
- viii. Convenience fees and Advertisement revenue is **NOT** be part of L1 calculation. The rates shall be decided by department as and when necessary.

**11.7 Revenue Support**

Minimum guarantee is being provided as below table to the bidder :

S No	Service deliverable	Min guarantee units	Frequency	Unit
1	Helpline – Call center executives	2	Monthly	Executive

2	Service enablement ( Only online web based service Integration without API development for user department)	10 per annum	Annum (for 3 years)	Services enabled
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### 11.8 Pilot service

- The selected bidder shall have to integrate TWO citizen centric service as identified by The Client as pilot service for ensuring mobile platform integration with the online system of the identified service of a department.
- The Go-Live of Single Platform shall be considered successful ONLY after successful integration with Two services of any department identified by The Client.
- The Client shall arrange access to the department for such Integration
- The selected bidder shall be paid for such integration as per rates quoted in the RFP on successful integration. However, the successful integration of the Pilot services shall determine Go-Live of Mobile Platform as a service.

### 11.9 Security Audit, acceptance testing

- The selected bidder shall be responsible for completion of security audit . The security audit shall be conducted by STQC or CERT-IN certified agency as selected by The Client. The Client shall only select the agency. The responsibility of completion of security audit at various stages of project life cycle is of selected bidder.
- The entire platform shall be tested in the staging environment before the deployment on the production environment
- The selected bidder shall conduct UAT and functional testing before roll out. The Client shall provide services for which functional testing shall be performed.
- For each service to be integrated, there shall be requirement analysis, functional testing and audits performed as required by The Client.
- The Client shall provide approval on testing results and audit results before the platform or API integrated services are considered Live.
- The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:
  - Functional requirements
  - Infrastructure (Hardware and Network) Compliance Review
  - Availability of the project Services in the defined locations
  - Performance
  - Security
  - Manageability

- SLA Reporting System
- Project Documentation (Design, development, configuration, training and administration manuals etc)
- Data Quality Review
- As part of Acceptance testing, performed by The Client, It shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.
- The procedures and parameters for testing will be laid down by theClient ; the solution deployed by the vendor has to satisfy appointed acceptance testing upon which the system shall go-live, subject to The Client approval.
- The Client will establish appropriate processes for notifying the selected bidder of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected bidder to take corrective action. All gaps identified shall be addressed by the bidder immediately prior to Go-live of the solution. It is the responsibility of the selected Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.
- It is to be noted that the involvement of theClient for acceptance testing and certification, does not absolve the selected bidder of his responsibilities to meet all SLAs laid out in this RFP document.
- It is to be noted that:
  - The Client may get the solution audited through an STQC or CERT-IN certified agency before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such Agency for carrying out the acceptance testing and certification of the entire solution will be nominated by theClient. However the completion of audit shall be facilitated and ensured by selected bidder.
- Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:
  - **Functional Requirements Review**

The solution developed/customized by selected Bidder shall be reviewed and verified by the Client against the Functional Requirements signed-off between the Client and the selected Bidder. All gaps, identified shall be addressed by the bidder immediately prior to Go-live of the solution. Selected bidder may develop its own testing plans additionally for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. The functional requirements shall be performed by The Client's representative (external audit) as well as the select internal department users (User Acceptance Testing) and system has to satisfy both third party acceptance testing and internal user acceptance testing, upon which the system shall go-live.

For conducting the User Acceptance Testing, The Client shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions

automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

For Pilot services identified for API integration, the employees of the department owning the citizen centric service shall perform the user based tests.

- **Infrastructure Compliance Review**

The Client shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT as well as Network infrastructure) deployed by the selected Bidder to meet the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the selected Bidder. Compliance review shall not absolve the bidder from ensuring that proposed infrastructure meets the SLA requirements.

- **Security Review**

The software developed/customized shall be audited by STQC or CERT-IN certified agency selected by The Client from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project. Following are the broad activities to be performed by security audit agency as part of Security Review. The security review shall subject the solution to at least the following activities.

- Audit of Network, Server and Application security mechanisms
- Assessment of authentication mechanism provided in the application /components/modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc

- **Performance**

Performance is another key requirement for the project and The Client shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

- **Availability**

The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The Client shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of the project services to all the users in the defined locations.

- **SLA Reporting System**

The selected Bidder shall design, implement/customize the SLA monitoring tool and shall develop any additional tools required to monitor the performance indicators listed as per the SLAs mentioned in the RFP. The Client shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the vendor and shall certify the same. The Monitoring tool deployed for the project, based on SLAs, shall be configured to calculate the payment to be paid by the department after deducting the necessary penalties.

- **Project Documentation**

The Client shall review the project documents developed by the selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc.

Any issues/gaps identified by the Client, in any of the above areas, shall be addressed to the complete satisfaction of the Client

- **Data Quality**

The Client shall perform the Data Quality Assessment for the data migrated by the bidder to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by the bidder before moving the data into production environment, which is a key milestone for Go-live of the solution.

**11.10 Responsibility Matrix**

Item	Selected bidder	The Client	Citizen
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<p>Cloud environment including all entire hosting infrastructure- - <b>By Client</b></p>	<ul style="list-style-type: none"> <li>• The bidder shall provide the ideal, reasonable hosting infrastructure requirements as part of technical bid so that the cloud environment is optimally utilized at all times during the tenure of the contract</li> <li>• The bidders shall provide cloud infrastructure requirements as part of the technical bid documents</li> <li>• The technical committee formed by the client shall provide approval on the cloud infrastructure requirements . The technical committee may also suggest changes if not found reasonable even after bidding stage</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Single Mobile Platform shall be hosted at cloud environment infrastructure at State data centre or other data centre to be identified by The Client</li> <li>• The Client shall provide the necessary Cloud Infrastructure including all Systems Software, Hardware, Third party licenses, network infrastructure ie entire IT and telecom Infrastructure for hosting the Single Mobile Platform as per the requirements provided by the selected bidder as part of technical bidding document</li> </ul>	<p>X</p>
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<p>Cloud environment including all infrastructure- <b>by Bidder ( if required )</b></p>	<ul style="list-style-type: none"> <li>• The client may require the selected bidder to provide the cloud environment and hosting services at any time during the tenure of the contract</li> <li>• As such, The bidder shall also have to propose option for hosting the single mobile platform at the cloud environment identified and proposed by the bidder</li> <li>• The client may use the bidder provided cloud environment as its convenience</li> <li>• In such a case, Single Mobile Platform shall be hosted at the cloud environment identified by the bidder.</li> <li>• The bidders shall propose the cloud environment as part of technical bidding document</li> <li>• The proposed cloud environment should be an approved cloud environment by meity, goi</li> <li>• The bidder shall provide the necessary Cloud Infrastructure including all Systems Software, Hardware, Third party licenses, network infrastructure ie entire IT and telecom Infrastructure for hosting the Single Mobile Platform</li> <li>• The bidder shall provide the technical details of cloud infrastructure as part of technical bid</li> <li>• The bidder shall be responsible for integration, hosting, operations , maintenance , support of the cloud infrastructure'</li> <li>• The bidder shall provide rate for utilising such cloud environment as part of financial bid. However, the rates shall not be part of the Financial Bid calculation.</li> <li>• No commitment is being made for usage of such cloud environment proposed by the bidder.</li> <li>• If the cloud environment proposed by the bidder is used, the same shall be eligible for payment of basis of period used and rates as finalised during financial bidding stage</li> <li>• There shall be no changes in the rates once proposed by the bidder.</li> <li>• The bidder shall have to pass all audits as directed by the client before hosting the single mobile platform.</li> </ul>	<ul style="list-style-type: none"> <li>• The client shall approve the cloud environment proposed by the bidder</li> <li>• The client shall pay for the cloud environment services as per the rates quoted in the financial bid and period of utilization</li> </ul>	<p>X</p>
	<p>The client shall appoint the audit agency and cost of audit shall be borne by the client</p>		

Single Mobile Platform	<ul style="list-style-type: none"> <li>• Design, Development, Integration, Hosting, Operations, Maintenance of the Single Mobile Platform shall be provided by the selected bidder during the contract period.</li> <li>• The selected bidder shall be responsible for Hosting the Single Mobile Platform at Cloud environment or Other Hosting environment provided by the client</li> <li>• All necessary integrations with telecom service providers, security services, GRIPS/ Other payment gateway, toll free helpline, API integration/ Two Pilot Services and maintenance of the same during the project period.</li> <li>• Source codes shall be provided by the selected bidder before Go-Live of the platform , and at the end of the contract period with all changes during the contract period.</li> </ul>	<ul style="list-style-type: none"> <li>• The client shall provide the environment for hosting , , integration , testing, and operationalizing of the single mobile platform</li> </ul>	X
Data Backup and Disaster recovery	<ul style="list-style-type: none"> <li>• Data backup and disaster recovery services shall be responsibility of the selected bidder</li> </ul>	<ul style="list-style-type: none"> <li>• The Client shall provide the data back up and disaster recovery environment to the selected bidder.</li> </ul>	
Service enablement or Service On-Boarding	<p>Development , deployment, integration, audit , operations , support , maintenance , warranty of the enabled services shall be the responsibility of the selected bidder</p> <p>Development of API for service and integration for the department / other government office / other private office shall be done by the selected bidder.</p> <p>API based integration may be for Online web based or Mobile App based service of the department</p> <p>Selected bidder may have to develop the API if not provided by the department</p> <p>Integrate with department’s IT infrastructure , develop, customize, operate and make live on various channels, maintain during the contract period. The integration shall be provided as a service during the contract period.</p> <p>Integration related operations, support maintenance warranty and support shall be provided by the selected bidder</p>	Pay as per Commercial Proposal	X

Usage Fees	<p>Provided services integrated with the platform :</p> <ul style="list-style-type: none"> <li>• SMS</li> <li>• OBD Voice call</li> <li>• IVR ( for incoming and outgoing )</li> <li>• USSD</li> </ul>	The Client to pay the usage fees	Outgoing SMS, IVR Call and USSD services as applicable to the user from telecom service provider
Call Centre, executive charges and toll free charges ( all input costs included like PRI line , other infrastructure cost )	<p>Establish, operate, Toll free helpline arrangement. Entire infrastructure for running , operations, maintenance, warranty and support related to the helpline.</p> <p><b>( Toll Free number shall be owned by The Client )</b></p>	Call Centre charges to be billed on per executive monthly rate basis. Min guarantee of 2 executives being provided. No Min guarantee on toll free call charges	X ( toll free to citizen )
Change request	Change request rates to be quoted by the bidder ( Manday rate )	The Client shall pay on basis of mandays rate quoted	X
Other services			
Change Management	Implementation of any new module or functionality which is not part of this RFP for a specific service/category etc. To provide effort estimation	To specify change request Approval of quotation	X
Convenience Fee (Citizen to Pay) Revenue share on convenience fees ( Not part of Financial Bid calculation )	80%	20% (Finalize in consultation with departments, market & competition)	Citizen to Pay

Advertisement on Mob. App (not part of L1 calculation)	80%	20%	X
Operations, Maintenance beyond initial 3 years of contract for 4th year and 5th year	Bidders shall provide rates for Operations and maintenance of the entire scope of work. This shall not be part of Financial Bid evaluation. Operations and maintenance beyond tenure of initial 3 years shall be as per discretion of The Client. If extended for any year, the rate quoted here shall be final.	As per rates quoted	

## 12 Time to deliver the project

The overall scope of work of this RFP includes **IT Infrastructure supply and installation, Application Development & Deployment, Roll out, Capacity Building & Training, Awareness creation** for the Electronic system catering to the services and service levels mentioned.

### i. Pre Implementation Period

Project task	Task details	Timeline	Criteria/ Guidelines
MSA	<ul style="list-style-type: none"> <li>Signing of MSA with Selected Bidder</li> </ul>	<b>1 Month</b>	Sign off between selected bidder and The Client
SLA	<ul style="list-style-type: none"> <li>Finalizing Service level Agreement for Implementation period and Post Implementation period</li> <li>SLA clause to be defined for each level of activity as part of Scope of Work of this RFP</li> <li>Linking the SLA with Penalty clause and Payment Schedule</li> </ul>		To be prepared by selected bidder in consultation with The Client Final Approval by The Client
SRS Finalization	<ul style="list-style-type: none"> <li>Systems Requirement Specification (SRS)</li> <li>Approval from Department on SRS</li> </ul>		To be prepared by selected bidder in consultation with The Client Final Approval by The Client

ii. Implementation Period

Project task	Task details	Timeline from Signing of MSA (Calendar Days)	Total Timeline (Calendar Days)
Database Designing	Design, Creation of Centralized Database with data related to above services - <b>Relational Database management system</b>	120 Days	120 days
Software Systems Design & Development	Single Mobile platform Development as defined in Scope of Work		
IT Procurement, installation and integration at State Data Centre Cloud OR Cloud provided by the SI  (Cross-cutting activity)	Integration with SDC Cloud environment including the hardware components, related System Software <b>provided by The Client</b>  <b>OR</b> <b>Cloud Infra provided by the SI</b>	30 Days	180 Days
Deployment and Hosting of the Platform at the SDC Cloud / SI cloud  (Cross-cutting activity)	Hosting at SDC cloud / SI cloud		
API Integration of TWO Pilot service with the mobile platform and UAT (User Acceptance Test)  (Cross-cutting activity)	API Integration of TWO Pilot service with the mobile platform  Including UAT at Pilot sites	60 days	
Testing, STQC or CERT-IN Audit and Certification	Testing , Auditing and certification Either cloud infrastructure provided by the client or by the SI	45 days	
Capacity Building ( Cross Cutting)	Application user training for Officials at all offices	30 days	
Go-Live	Go live of Single Mobile Platform	15 days	240 Days
<b>Total Number of days to GO LIVE for PHASE – I</b>			<b>240 Days</b>
<b>Operations, Support and Maintenance, warranty post implementation of 3 years</b>		3 years from Go-Live	
<b>Operations, Support and Maintenance, warranty beyond 3 years for 4th and 5th year if extended by The Client for each year individually and separately.</b>		<b>4th / 4th and 5th year</b>	

**Note:**

1. The activities mentioned above may be conducted in a parallel (overlapping) or sequential manner, as required. They may not be in the exact order of execution.

- iii. **Post Implementation Period** : If single mobile platform is shifted from SDC cloud to SI proposed cloud during the tenure of the contract

Project task	Task details	Timeline from Signing of MSA (Calendar Days)	Total Timeline (Calendar Days)
IT Procurement, installation and integration at Cloud provided by the SI	Integration with <b>Cloud Infra provided by the SI</b>	15 Days	15 days
Deployment and Hosting of the Platform at the SI cloud	Hosting at SI cloud		
Testing, STQC or CERT-IN Audit and Certification	All types of Testing , Auditing and certification to ensure smooth operations of the single mobile platform from the SI proposed cloud	30 days	30 days
Go-Live	Go-Live of Single Mobile Platform from SI Cloud	5 days	50 days
<b>For shifting of platform from SI cloud to SDC cloud, similar timelines shall be considered for penalty purpose</b>			

### 13 Key Personnel

Phase	Resource requirement	Involvement level	No. Of resources	Roles and Responsibilities
<b>Implementation</b>	Tech Lead Programmer	Non Dedicated	1	Understanding the technical requirements of the project
	System Analyst	Non Dedicated	1	System requirements analysis
	Database Admin	Non Dedicated	1	Database requirements analysis
	Programmers / Developers	Non Dedicated	To be identified by Bidder	Develop the application solution
<b>Post Implementation</b>	Project Manager with education / experience	Not Dedicated-	1	Understanding the modifications required to certain module / solution / database / structure / formats etc
	Support staff (Developer)	Non Dedicated	To be identified by Bidder	Modifications to the application / solution as and when required / other functional or technical matters on daily basis
	Other backend support team	Not Dedicated	To be identified by Bidder	System downtime / other maintenance matters
	Helpline Manpower	<b>Dedicated</b>	2 resources on full time basis	Handle all calls from citizens for any kind of support , forwarding to department , follow-up, provide feedback to citizen

Note :

1. Non dedicated staff to be available on need basis
2. All project related resources shall be perform from office in Kolkata . Only on exceptional cases the resources can be allowed to work from outside Kolkata as per approval from The Client.

### 13.1 Minimum Qualification of Manpower

Manpower	Minimum Qualifications
<b>Tech Lead Programmer- For System Implementation Phase</b>	<ul style="list-style-type: none"> <li>• B.E./B.Tech/ with specialization in Computer Science/Information Technology / Electronics &amp; Communication or MCA / M.Sc in Computer Science</li> <li>• Minimum 10 years of experience in coding / programming for application development</li> <li>• Minimum 5 years developer experience in developing Mobile applications</li> <li>• Team lead experience with 5 resources for 1 year</li> <li>• Strong knowledge in open source technologies and concepts</li> <li>• "Certification in relevant technology proposed by bidder is desired"</li> </ul>
<b>System Analyst -For System Implementation Phase</b>	<ul style="list-style-type: none"> <li>• B.E./B.Tech/ with specialization in Computer Science/Information Technology / Electronics &amp; Communication or MCA / M.Sc in Computer Science</li> <li>• Overall experience of 10 years as system analyst</li> <li>• Operations and maintenance of the IT Systems, hardware, printers, Software applications, LAN, communication room etc, Networking Experience</li> <li>• Has handled as Team leader / Manager 3 projects in last 5 years as System Analyst</li> <li>• Experience in IT infrastructure management, networking, trouble shooting, software applications support etc.</li> <li>• "Certification in relevant technology proposed by bidder is desired"</li> </ul>
<b>Database Administrator : For System Implementation Phase</b>	<ul style="list-style-type: none"> <li>• B.E./B.Tech/ with specialization in Computer Science/Information Technology / Electronics &amp; Communication or MCA / M.Sc in Computer Science</li> <li>• Overall experience of 10 years in database administration</li> <li>• Has handled as Team leader / Manager 3 projects in last 5 years as Database Administrator as part of System Integration Agency</li> <li>• Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.</li> <li>• "Certification in relevant technology proposed by bidder is desired"</li> </ul>
<b>Programmers- For Mobile Application</b>	<ul style="list-style-type: none"> <li>• B.E./B.Tech/ with specialization in Computer Science/Information Technology /</li> </ul>

<b>development</b>	<p>Electronics &amp; Communication or MCA / M.Sc in Computer Science</p> <ul style="list-style-type: none"> <li>• 5 years of experience in coding / programming for application development</li> <li>• Minimum 2 projects in last 3 years with role of Programmer / developer</li> <li>• Minimum 2 years developer experience in developing Mobile application</li> <li>• Strong knowledge in open source technologies and concepts</li> <li>• "Certification in relevant technology proposed by bidder is desired"</li> </ul>
<b>Helpline resource</b>	<ul style="list-style-type: none"> <li>• Graduate from IT / Computer science preferred</li> <li>• 12 Months experience each of handling technical helpline with Bengali &amp; Hindi (mandatory),English (preferred) experience</li> <li>• Fluent in Bengali , Hindi and English( preferred )</li> </ul>

#### 14 CapacityBuilding

SI No	Training program	Details
1	Role based training to the officers of the Office	<ul style="list-style-type: none"> <li>• Hierarchy and roles of each officer shall be defined and provided by the The Client to the selected bidder</li> <li>• Role based training shall be conducted by the bidder</li> </ul>
2	Training Plan and schedule	<ul style="list-style-type: none"> <li>• Training and capacity building shall be an on-going exercise</li> <li>• Selected bidder shall prepare a training plan based on the list of officers during SRS and MSA sign off stage</li> <li>• On the basis of the requirements, detailed training plan shall be submitted at least 30 days prior to the start of the training schedule</li> <li>• Detailed training plan is subject to approval from The Client</li> <li>• Detailed Training plan shall contain the schedule , training period , content outline</li> <li>• Training shall be conducted in batches with similar roles</li> <li>• Infrastructure required for the training shall be arranged by The Client. Infrastructure requirements shall be done by selected bidder in the detailed</li> </ul>

		<p>training plan</p> <ul style="list-style-type: none"> <li>• Around 500 officers may be trained during the tenure of the contract</li> </ul>
3	Post implementation Trainings- On boarding of new service	<ul style="list-style-type: none"> <li>• For each service enablement , training to be provided to selected officers of the government department / other service provider onboarding with the single mobile platform</li> </ul>
4	Post implementation Trainings- Changes in the mobile platform	<ul style="list-style-type: none"> <li>• Upon changes in the platform, solution or changes in the officers</li> <li>• Periodical trainings shall be conducted by the selected bidder as and when required</li> </ul>
5	Satisfaction certificate	<ul style="list-style-type: none"> <li>• Participants shall provide feedback for trainings conducted</li> <li>• Satisfaction of participants shall be responsibility of the vendor</li> <li>• Unsatisfied participants shall be provided trainings again till they are satisfied</li> </ul>

## 15 Service Level Agreement

- i. Service level agreement shall be signed upon between selected bidder and The Client during sign-off of Master Service Agreement taking into consideration key factors affecting the timelines and delivery parameters desired by The Client.
- ii. The service level agreement document shall be accompanied by the Penalty Clause which shall be attracted in case of non-delivery/ meeting of SLA clause on case to case basis.
- iii. The parameters for each activity shall be separately defined in SLA
- iv. Level of tolerance and Penalty level for each activity shall be defined clearly and exhaustively in the SLA to be signed between the 2 parties.
- v. Penalties Level shall depend upon the weightage / importance of each activity defined in the SLA agreement
- vi. Continuous improvement on SLA is required as the project may face various hindrances during its implementation phase and post implementations
- vii. Service Level dependency clause shall be clearly mentioned stating the changes in the business environment internal or external which can adversely affect the achievement of SLA.

- viii. The selected bidder will prepare and distribute SLA performance reports in an agreed upon format by 5th working day of beginning of every quarter. Selected bidder will prepare MIS reports as directed by The Client
- ix. The Client will make payment after necessary deductions of penalty
- x. For delay in service deliverables reasons not pertaining to selected bidder, The Client shall take decision on extension of such timelines and levy of penalty.
- xi. The Selected bidder will be required to meet the SLAs specific as per tables below.
- xii. For service delays, reasons not pertaining to the selected bidder, The Client may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to The Client

Below Tentative Service levels have been defined for the purpose of the RFP. The successful bidder and The Client on mutual understanding come up with desired service levels and related penalty during the signing of Service Level Agreement document and MSA document.

### 15.1 Severity level

Severity Level	Description
1	Minimum loss of service and minimum loss in quality of service delivered
2	Delay or denial of service or services observed / reported. Lack of availability of a feature results into non enablement of service
3	Delay or denial of services observed, lack of effective and timely communication results into customer support and citizen perception issues
4	Complete loss of service for a period of time resulting into significant inconvenience to the users or multiple instances of complete loss of service resulting into users losing confidence in the system and hence directly affects the ability of the platform to on-board additional services, get buy-in, popularize the service.

### 15.2 Penalty

The penalty for not meeting the SLA is linked to the severity level of the breach of the SLA. The penalty is applicable if the services are down entirely due to the platform and within the bounds of the platform.

## 15.3 Definitions

### 15.3.1 Platform

**Selected bidder shall provide Platform** which means the servers and the applications to be deployed by the Selected bidder. Platform includes servers, operating system, database server, web server, application server and services, system software, other software licenses. The platform excludes the internet connectivity, network, routers, firewalls, power and cables.

### 15.3.2 Bugs

P0 – The bug which results into the user not being able to complete the business transaction/ activity

P1 – The bug which impacts the functionality, the business process is delivered at a sub- optimal level or workaround for the identified issue is possible without significant inconvenience to the user or loss of required functionality

15.4 Cloud infra / Single Mobile Platform development and deployment – SLA and Penalty

Description	Baseline	Breach	Penalty	Breach	Penalty	Breach	Penalty
Development and deployment either on SDC Cloud or SI cloud – Timeline calculation from Date of Signing of MSA	As per the time line mentioned in the RFP	Upto 30 days	1% of rate quoted for mobile platform development	>30 upto 90 Days	For each 30 days, 2% of rate quoted for mobile platform development	More than 90 days upto 180 days	For each 30 days, 3% of rate quoted for mobile platform development  Beyond 180 Days The Client may terminate the contract
Go - Live if platform shifted from SDC cloud to SI cloud or vice versa	As per the time line mentioned in the RFP	Upto 30 days	5% of Monthly rate quoted for Cloud Infra usage on Monthly basis	>30 upto 60 Days	10% of Monthly rate quoted for Cloud Infra usage on Monthly basis	More than 60 days upto 120 days	For each 30 days, 20% of Monthly rate quoted for Cloud Infra usage on Monthly basis  Beyond 120 Days The Client may terminate the contract

- i. For delay due to reasons beyond the control of the SI, the client may consider extension of timeline
- ii. All calculations on pro rata for day basis

### 15.5 Software Delivery (Service Enablement ( including Pilot service ) & Change Request) SLA and Penalty

Description	Baseline	Breach	Penalty	Breach	Penalty	Breach	Penalty
Delivery of Service ( Including Pilot service )	For only integration of services ( online web based or mobile app ) with platform : No. of days as per bid from Approval from department For development of API and integration of services with platform : No. of days as per bid from Approval from department	Upto 7 days	1% of rate quoted for service enablement	8-15 Days	2% of rate quoted for service enablement	More than 15 days delay	5% of rate quoted for service enablement  If 6 services are not enabled in rolling 12 months period beyond 15 days delay period, The Client may terminate the contract
Change request	No. of days as per bid from Approval from department	Upto 7 days	1% of rate quoted for change request	8-15 Days	2% of rate quoted for change request	More than 15 days delay	5% of rate quoted for change request If accumulated no. of delay days in any rolling 12 months period exceeds 90 days, The Client may terminate the contract
Replication of services as / with mobile of specific department	No. of days as per bid from Approval from department	Upto 7 days	1% of rate quoted for mobile app replication charges	8-15 Days	2% of rate quoted for mobile app replication charges	More than 15 days delay	5% of rate quoted for mobile app replication charges If accumulated no. of delay days in any rolling 12 months period exceeds 90 days, The Client may terminate the contract

- i. Note : For delay due to reasons beyond the control of the SI, the client may consider extension of timeline
- ii. All calculations on pro rata for day basis

## 15.6 Other : Severity and Penalty Table

Severity Level	Payment as % of	Billing Value
4	0.2%	Value = % as of One time platform development and maintenance cost as per Bid
3	0.15%	Value = % as of One time platform development and maintenance cost as per Bid
2	0.1%	Value = % as of One time platform development and maintenance cost as per Bid
1	0.05%	Value = % as of One time platform development and maintenance cost as per Bid

Note :

1. Shall be applicable for 4th and 5th year if extended
2. If highest level penalty for each respective deliverable criterias as mentioned below is reached and penalty is imposed in any 6 months out of rolling 12 months period, The Client may impose the termination clause

### 15.6.1 Application Performance SLA and Penalty

Description	Baseline	Level 1 Breach	Severity Level	Level 2 Breach	Severity Level	Level 3 Breach	Severity Level
*Time taken by the server to complete the request originating from the mobile upon receiving the request <sup>(1)</sup> . Excluding the time taken by the external system	Upto 2Seconds for 99.5% of the requests	3-8 Seconds for 99.5% of the requests	1	9- 12 Seconds for 99.5% of the requests	2	More than 12 Seconds for 99.5% of the requests	4

*Request must be completed within 10 seconds of reaching the server <sup>(1)</sup>	100% requests to be served in less than 20 seconds	Less than 100%	4	N/A	N/A	N/A	N/A
*Time taken to display information in the portal upon request of the information from the portal by the user (upon request reaching the server)	Upto 5 Seconds for 99.5% requests	6-7 Seconds For 99.5% Requests	1	8-15 Seconds for 99.5% Requests	2	More than 15 Seconds For 99.5% requests	4

\*Service time excludes time taken by external systems like payment gateway, departments or any other issue beyond the control of the Selected bidder etc...

1) Transaction logging module to have ability to record the IN & OUT time at each step of the transaction, extracting the data and providing it in the user readable format is the responsibility of the SELECTED BIDDER.

#### 15.6.2 Availability of Services SLA

Description	Baseline	Level 1 Breach	Severity Level	Level 2 Breach	Severity Level	Level 3 Breach	Severity Level	Level 4 Breach	Severity Level
Availability of the channels (SMS, USSD, IVR, Mobile Web, mobile app etc...), the users should be able to send SMS, call USSD#, dial IVR or access mobile web/mobile application (any failure due to external factors like lease line failure, telecom network failure etc.. Are not part of the SLA but the Selected bidder is required to document the external failure to provide documentary evidence if asked for)	99.90%	Less than 99.90 Up to 99.5%	1	Less than 99.5% upto 99%	2	Less than 99% upto 98%	3	Less than 98%	4
Number of requests to be successfully processed by the platform (Processed includes – successful completion or failure due to business logic enforced by the platform or failure due to data error on user's part or failure due to any external factors)	99.90%	Up to 99.5%	1	Less than 99.5% upto 99%	2	Less than 99% upto 98%	3	Less than 98%	4

**15.6.3 Service Quality SLA**

Description	Baseline	Level 1 Breach	Severity Level	Level 2 Breach	Severity Level	Level 3 Breach	Severity Level
The number of P0 reported in a Quarter	25	26-40	3	More than 40	4	N/A	N/A
The number of P1 reported in a Quarter	75	75-100	2	More than 100	3	N/A	N/A
Time taken to fix a P0 once reported (99% of the bugs to be fixed to meet the criteria)	24 Hours	More than 24 hours upto 36 hours	2	More than 36 hours upto 48 hours	3	More than 48 Hours	4
Time taken to fix a P1 once reported (99% of the bugs to be fixed to meet the criteria)	48 Hours	More than 48 hours upto 72 hours	1	More than 72 hours upto 96 hours	2	More than 96 Hours	3

1. Selected bidder to deploy defect management tool or use the one provided by The Client

**15.6.4 Help Line**

Table # Help Line SLA : Tickets based

Description	Baseline	Level 1 Breach	Severity Level	Level 2 Breach	Severity Level	Level 3 Breach	Severity Level
% of P0 tickets RESOLVED in 24 hours (# of tickets responded * 100 / # of tickets raised in a Qtr)	>=99%	Less than 99 upto 98%	2	Less than 98 upto 97%	3	Less than 97%	4

% of P1 tickets RESOLVED in 48 hours (# of Tickets responded * 100 / # of tickets raised in a Qtr)	>=99%	Less than 99 upto 98%	1	Less than 98 upto 97%	2	Less than 97%	3
% of Other tickets RESOLVED in 72 hours (# of Tickets responded * 100 / # of tickets raised in a Qtr)	>=98%	Less than 98 upto 95%	1	Less than 95 upto 90%	1	Less than 90%	1

Note :

- Based on estimated average 90-100 calls per executive per day for 365 days a year
- Priority 1: Service unavailability / failure reported by the user or business
- Priority 2: Significant reduction in system performance or unavailability of business functions resulting into sub-optimal performance / delivery of the business function.
- RESPONDED: Ticket issued and initial response sent to the citizen, automated response or a canned response will not be considered as a valid response for the purpose of SLA.
- RESOLVED means : The ticket is resolved and closed with appropriate resolution comments and reason code. Closed means Resolved to the satisfaction of the citizen, Invalid Request, Duplicate Request, Request identified as future product requirement etc..., The Client and selected bidder to work together to define Support Ticket Life Cycle status codes during implementation phase.

Table # Help Line SLA : Other parameters SLA		
Measurement	Service Level and Penalty Clause	Remark
Go-Live of Helpline : Within 3 Days of Go-Live of Single Mobile Platform	<p>In case of delay:</p> <ul style="list-style-type: none"> <li>1<sup>st</sup> week : 0.01% of Value per day</li> <li>Next week onwards : 0.01% of Value per day</li> </ul> <p>Value = One time Platform development charges as per Financial Bid</p>	For reasons beyond control of Agency, the The Client may take a decision whether to consider the same for levying penalty or not
Resource replacement as requested by selected bidder : 15 days	<p>In case of delay:</p> <ul style="list-style-type: none"> <li>1<sup>st</sup> week : INR 300 /- per day</li> <li>Next week onwards : INR 500/- per day</li> </ul>	For reasons beyond control of Agency, the The Client may take a decision whether to consider the same for levying penalty or not
Resource replacement as requested by The Client : 30 days	<p>In case of delay:</p> <ul style="list-style-type: none"> <li>1<sup>st</sup> week : INR 300 /- per day</li> <li>Next week onwards : INR 500/- per day</li> </ul>	For reasons beyond control of Agency, the The Client may take a decision whether to consider the same for levying penalty or not
<p>Call Quality Fail: Sample testing of call quality by hearing recorded calls. Parameters of testing:</p> <ul style="list-style-type: none"> <li>Preferred language not used</li> <li>Satisfactory information not provided</li> <li>Rude with the caller</li> <li>Others</li> </ul> <p>(Quality check parameters to be decided between The Client and selected bidder)</p>	<p>5% of daily calls will be selected on random basis by The Client to check Call Quality on Monthly basis</p> <ul style="list-style-type: none"> <li>Upto 10% of calls selected found to fail on Call Quality Check parameters: No Penalty</li> <li>More than 10% : 1 %of monthly billing</li> </ul> <p>If penalty is levied for 3 months in any rolling 12 months period, penalty shall be raised to 2% of monthly billing for future months</p> <p>Value = Billing related to helpline resources as per bidding</p>	For reasons beyond control of Agency, the The Client may take a decision whether to consider the same for levying penalty or not

### 15.7 Manpower SLA

- The Selected bidder shall maintain the manpower deployed during development, operation & maintenance phase as per the RFP and the manpower deployment plan submitted in the technical proposal.
- In case the bidder has proposed any deviation in terms of manpower deployment plan in the proposal, decision on the deployment plan as decided by The Client shall be final.

- The Client shall conduct interview of helpline resource to be deployed for the toll free helpline. If the resource is not found to be satisfactory, The Client may require for more options.
- The Client may conduct performance appraisal of resource deployed on the project on monthly basis. If performance of any particular individual is found to be unsatisfactory, The Client may request for replacement of resources within 30 days of written request from The Client.
- If replacement of any resource is sought by selected bidder or due to attrition in the deployed team, the Selected bidder shall replace the resources within 15 days of written request from selected bidder.
- For non dedicated resources, there is no penalty, however, the delivery timelines affected shall attract penalty for non performance , deployment of resources
- For toll-free helpline SLA and related penalty is provided in the above section
- In case of any replacement of manpower, the Selected bidder should replace the manpower with equivalent or better skills and experience. Any deployment/replacement of the resources has to be approved by the The Client.
- Shall be applicable for 4th and 5th year if extended

### 15.8 Data Backup

If data backup is not provided by the selected bidder, it shall lead to penalty as provided below

Description	Baseline	Penalty clause	Remarks
Real time Data backup (Sharing of real time data on weekly basis on a day of the week to be fixed by The Client as part of MSA signing )	Weekly sharing of real time data backup	In case of breach of SLA the penalty shall be levied as below :  Delay of 1 day : No Penalty Delay of each day beyond 1st day : 0.10% of daily platform maintenance cost per day  For delay beyond 15 days , The Client may invoke the termination clause	For reasons beyond control of Agency, the Client may take a decision whether to consider the same for levying penalty or not

Note : Shall be applicable for 4th and 5th year if extended

### 15.9 Termination due to breach of SLA parameters

- As mentioned in clauses above for SLA an penalty for each deliverable
- Also In such a case, The Performance Bank Guarantee may also be invoked by The Client

## 16 Payment Schedule

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., Department of Par& e-Governance, Government of West Bengal. Payment will be made as per the mile stone given below.

### 16.1 Mobile Platform Development

Milestone	Percentage payment	Value of Billing
Finalization of SRS	10% of Value	Value = Rate quoted for One time mobile platform development, operations and maintenance cost as per Bid from selected bidder
Go-Live of Mobile Platform alongwith with two Pilot services( online web based ) ( Go-Live includes, development, deployment, integration, testing and auditing , capacity building )	60% of Value	Value = Rate quoted for One time mobile platform development, operations and maintenance cost as per Bid from selected bidder
Handover of Source Code alongwith documents ( The documents shall be in accordance with SDLC )	10% of Value	Value = Rate quoted for One time mobile platform development, operations and maintenance cost as per Bid from selected bidder
On completion of 1st year contract	5%	Value = Rate quoted for One time mobile platform development, operations and maintenance cost as per Bid from selected bidder
On completion of 2nd year of contract	5%	Value = Rate quoted for One time mobile platform development, operations and maintenance cost as per Bid from selected bidder
On completion of 3rd year of contract	5%	Value = Rate quoted for One time mobile platform development, operations and maintenance cost as per Bid from selected bidder
Handover of all project documents, reports, Revised source codes, report, data backups, database design and system architecture design, IP rights	5%	Value = Rate quoted for One time mobile platform development, operations and maintenance cost as per Bid from selected bidder
Operations and Maintenance for 1st , 2nd and 3rd Year	Annual Amount * 25%	Value = Rates quoted in the financial bid for operations and maintenance  At end of each quarter (Quarterly billing )
Operations and Maintenance for 4th year if extended	Annual Amount * 25%	Value = Rates quoted in the financial bid for operations and maintenance

		At end of each quarter ( 4 quarterly billing )
Operations and Maintenance for 5th year if extended	Annual Amount * 25%	Value = Rates quoted in the financial bid for operations and maintenance
		At end of each quarter ( 4 quarterly billing )

### 16.2 Cloud Infrastructure if provided by the selected bidder

Milestone	Percentage payment	Value of Billing
Go-Live of Mobile Platform alongwith two Pilot services ( online web based ) ( Go-Live includes, development, deployment, integration, testing and auditing , capacity building )	Nil	Nil
Post Go-Live : Usage of cloud provided by the selected bidder for no. of months	Monthly	Value : Monthly rate as quoted in the financial Bidding

### 16.3 Toll Free Number - One time Charges

Milestone	Percentage payment	Value of Billing
Toll Free Number One time charges- - On successful go-live of toll free number	100%	Value = Rate quoted in financial bid

### 16.4 Service Enablement for each departmental service

Milestone	Percentage payment	Value of Billing
Approval from government department	Nil	Value = Rate quoted as per Bid from selected bidder
Requirement analysis approval	10%	Value = Rate quoted as per Bid from selected bidder
Go-Live of Service on mobile platform ( In case of development is also required, it will include development plus integration )	70% of Value	Value = Rate quoted as per Bid from selected bidder
On completion of tenure of the contract	10%	Value = Rate quoted as per Bid from selected bidder
Handover of all documents, reports, source codes, report, data backups, database design and system	10%	Value = Rate quoted as per Bid from selected bidder

architecture design		
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### 16.5 Change Request

Milestone	Percentage payment	Value of Billing
Change Request -On successful integration as approved by The Client	100%	Value = Rate quoted as per Bid from selected bidder

### 16.6 Mobile channels Usage Fees

Milestone	Percentage payment	Value Of Billing
<ul style="list-style-type: none"> <li>SMS / USSD/ OBD / IVR Charges</li> </ul>	100%	Value = Monthly transactions as per rate quoted by the bidder Documentary proof from Telecom service provider / system generated report required for transactions volume

### 16.7 Helpline Recurring charges

Milestone	Percentage payment	Value Of Billing
<ul style="list-style-type: none"> <li>Helpline executive charges ( On the basis of Number of helpline executives deployed for the month on pro rata basis )</li> </ul>	95%	Value = Monthly billing based on man-months pro-rata as per rate quoted by the bidder
<ul style="list-style-type: none"> <li>At the end of each quarter</li> </ul>	5% * 3 months	Value = Monthly billing based on man-months pro-rata as per rate quoted by the bidder
Helpline call charges - Monthly	100%	Value = Monthly billing from telecom service provider  On actuals as per billing from telecom service provider for each month

### 16.8 Convenience Fees / Advertisement Fees / Others

Milestone	Percentage payment	Value Of Billing

<ul style="list-style-type: none"> <li>• Convenience Fees</li> <li>• Advertisement fees</li> <li>• Others</li> </ul>	98%	Value = Monthly transactions as per rate decided between department / The Client and bidder Documentary proof : system generated report required for transactions volume
At the end of tenure on contract	2%	Value = Monthly transactions as per rate quoted by the bidder

- A. Selected bidder is required to provide invoice and supporting documentation every billing
- B. Payment to be made after deducting penalties as per the SLA calculation subject to verification of the supporting documents by The Client
- C. Service taxes shall be levied extra
- D. All payment shall be made after deducting necessary taxes

## 17 Legal Jurisdiction

All agreements to be signed by parties will have the jurisdiction of the courts in Kolkata and shall be governed by appropriate laws in India.

## 18 Fraud and Corrupt Practices

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

B. Without prejudice to the rights of the The Client under Clause above and the rights and remedies which the The Client may have under the LOI or the Agreement, if selected bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Integrator shall not be

eligible to participate in any bid or RFP issued by The Client during a period of 2 (two) years from the date such Bidder or Systems Integrator, as the case may be, is found by the The Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

## 19 Termination of Contract

The Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of selected bidder, The Client will reimburse all the expenses incurred by the selected bidder (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the selected bidder or in case of termination of the contract by the selected bidder for reasons not attributable to The Client, The Client may forfeit the amount due along with the performance security of the selected bidder.

The Client may terminate the contract in the following cases :

- i. The selected bidder is found to be involved in any fraudulent or corrupt practices
- ii. In case, at any point of time during the validity period of the contract, the accumulated penalty value levied by The Client on the selected bidder exceeds the limit specified in the SLA and Penalty clause, The Client shall have the right to terminate the contract.
- iii. In case the conditions on consortium are breached by the selected bidder, the same may lead to termination of contract
- iv. If the selected bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to The Client
- v. The selected bidder files for insolvency
- vi. The selected bidder is involved in fraud or corrupt practises, misrepresentation of facts, theft , blacklisted by some other government agency in India
- vii. At any point of time during the contract period, If The Client feels to terminate the contract , It may do so by giving 60 days written notice to the selected bidder. In such case, all dues shall be paid to the selected bidder.

**In such cases, The Performance Bank Guarantee may be invoked by The Client  
Under all above circumstances, selected bidder shall have to handover all documentations, source codes, reports , records, data backups, storages records etc**

## 20 Patents, Copyright & Intellectual Property Rights, Source Codes

Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) Developed for this project shall lie with the The Client. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the Government of West Bengal.

Subsequently, The Client has all the rights to modify, reproduce, rewrite, redeploy and redistribute this IP as Owner and the Vendor will not have any claim, whatsoever to this software property and documents.

If a third party claims that a product delivered by the Vendor to The Client infringes that party's patent or copyright, the Vendor shall defend The Client against that claim at the Vendor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Vendor, provided that The Client promptly notifies Vendor in writing of the claim and Allows Vendor to control, and cooperates with the Vendor in the defense and any related settlement negotiations.

The vendor will have to provide source code for all tested modules as well as the final approved application along with all documents required to maintain or handle the source code as per Software Engineering Management Practices. Handing over of the source code is essential at every stage tagged with Payment Terms.

The vendor shall provide the source codes **on Go-Live of the project**. Any changes/ updates in the source codes done by the vendor as part of the deliverables of the project during the contract period shall be have to be provided to The Client as and when done. At the **end of the contract period, final documentation shall be provided by the selected bidder** to The Client with all updates and modifications failing which may lead to revoking the performance security by The Client.

## 21 Project documentation and SDLC

The selected bidder shall provide the project Software Development Life Cycle (SDLC) and project plan with clear demarcation and timelines for various phases. It shall include but not limited to : SRS preparation, System Design, Prototyping, Software Development, Testing, User Training and Handholding, User Acceptance & Final Deployment followed by the Warranty period.

## 22 Handover

- i. The selected bidder shall prepare a handover policy alongwith the MSA which shall be approved by The Client.
- ii. The handover shall be done by The Client at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of The Client.
- iii. Handover shall include all single mobile platform , source codes, IP Rights, project documentation, Reports, data backups , records, toll free number documents(if any) and others.
- iv. The selected bidder is required to integrate with the hosting environment provided by the client at the end of the tenure of the contract. Handover shall not be considered completed

without successful integration of the mobile platform with the hosting environment provided by the client.

- v. Non compliance may lead to forfeit of due payments and performance bank guarantee, and other necessary action as may deem fit to The Client

### **23 Force Majeure**

- i. Notwithstanding the provisions of the RFP, the successful bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving The Client or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
  - ii. If force majeure situation arises, the Bidder shall promptly notify The Client in writing of such condition and cause thereof. Unless otherwise directed by The Client in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than Twenty (20) days The Client shall be entitled to terminate the Contract at any time thereafter without notice.
-

**Format for Pre-Qualification :  
Pre-Qualification Proposal Submission Form**

[Location, Date]

To  
Webel Technology Limited

**RFP dated [date] for selection of [name of assignment]**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole Bidder /Consortium] [with] [insert a list with full name and address of each Consortium/System integrator].

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

Further:

1. We acknowledge that The Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the bidder, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the System integrator for the aforesaid Project.
3. We shall make available to The Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of The Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFP;

- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with The Client or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the System integrator, without incurring any liability to the bidders.
  8. We declare that we are not a member of any other Consortium applying for selection as a System integrator.
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by The Client in connection with the selection of System integrator or in connection with the selection process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project for the Project is not awarded to us or our proposal is not opened or rejected.
  14. We agree to keep this offer valid for one hundred eighty (180) days from the Proposal Due Date specified in the RFP.
  15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

16. In the event of our being selected as the System integrator, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by The Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of project.
18. The Technical and Financial Proposal is being submitted separately in the folder in the website for e-procurement. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
19. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,  
Yours sincerely,  
Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:  
(Name and seal of the Bidder)

**Format for Pre-Qualification :**

**Earnest Money Deposit in the form of Demand Draft**

**(EARNEST MONEY DEPOSIT DETAILS)**

**To,**

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

The undersigned hereby tenders for job and agrees to hold this tender open for your acceptance for 180 days from the date of opening of the tender.

**Details of EMD is given below:**

Demand Draft No: \_\_\_\_\_ dated \_\_\_\_\_, of \_\_\_\_\_ for Rs. Xxxxx /= (Rupees xxxxxxxx only) is enclosed as **EARNEST MONEY DEPOSIT**.

The EMD shall remain valid from the due date of the RFP till end of the contract period of this RFP + grace period as required in the RFP

NAME : \_\_\_\_\_

COMPANY NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

**Format for Pre-Qualification :**

**Particulars of the Bidder / Consortium**

<b>SI No.</b>	<b>Information Sought</b>	<b>Details to be Furnished</b>
<b>A</b>	Name , address, phone numbers of the bidding Company / partnership firm / sole proprietorship firm	
<b>B</b>	Incorporation status of the firm (public limited / private limited, etc.)	
<b>C</b>	Year of Establishment	
<b>D</b>	Date of registration	
<b>E</b>	ROC Reference No. / Partnership Deed registration no. / proprietorship registration (if any)	
<b>F</b>	Details of company registration / Partnership Deed / Proprietorship details	
<b>G</b>	Income Tax PAN, TIN	
<b>H</b>	Details of registration with appropriate authorities for service tax / VAT / Professional Tax and any other registrations / trade license or other municipal body	
<b>I</b>	Name, Address, email, Phone nos. And Mobile Number of Contact Person	
<b>J</b>	Details of Office in Kolkata ( If Any ) ( If no office exists in Kolkata currently, then the declaration shall be provided as required in pre-qualification criteria	

\*\* ( In case of Consortium both companies details required)

## Format for Pre-Qualification Proposal : Bidder's Experience

### **Project Specific Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit projects in the as required in pre-qualification criteria
- Projects without the proof of experience as required in the criteria will not considered

Project Name :	Approx. Value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Deliverable details as per project:
Address:	Approx. Value of the services provided by your firm under the contract (in INR in Crore):  ( Note : Only the value of services provided by the bidder firm as part of the undertaken project here shall be considered for pre-qualification / technical criteria evaluation purpose. Total value of the project shall not be considered )
Start Date (Month/Year): Completion Date (Month/Year):	
Delivered as consortium or Single entity : Consortium details :	Deliverable breakup / value as per consortium

<p>Narrative Description of Project:</p> <p>(highlight project capital cost in the narration)</p> <p>Description of actual services provided by your firm within the project:</p>	

Firm's Name:

Authorized Signature:

Note:

Please strictly limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

**Format for Pre-Qualification Proposal : Turnover of Bidder**

<b>S. No.</b>	<b>Financial years</b>	<b>Annual Turnover of Bidder (INR)</b>
1.	FY – 2014-15	
2.	FY – 2015-16	
3.	FY – 2016-17	
4.	<b>Average Annual Turnover</b>	<i>[indicate sum of above divided by 3]</i>

**Certificate from the Statutory Auditor / Chartered Accountant in practice**

This is to certify that [name of company] [registered address] has received the payments shown above on account of SoftwareDevelopment or Development of Value Added Services fees against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

1. In case of a Consortium, above form has to be submitted for each Consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member / Primary Bidder.
2. In case the bidder does not have a Statutory Auditor, it may provide the certificate from a Chartered Accountant in practice.

## Format for Pre-Qualification criteria :Format for Consortium Agreement (in case of Consortium)

(To be executed on stamp paper of appropriate value)

THIS Consortium Agreement is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 or other entity ( if not company ) and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 or other entity ( if not company ) and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) The Client, a XXXXXX (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification cum Request for Proposal No. [number] dated [date] (the " RFP") for appointment of System Integrator for [name of assignment] (the "Project").
- b) The Parties are interested in jointly bidding for the project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Project document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.
2. Consortium
  - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Project.
  - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.

3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected System Integrator and awarded the Project, the Parties shall enter into a contract for System Integration services (“Contract”) with the Authority and for performing all obligations as the System Integrator in terms of the Contract for the Project.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
  - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Project and until the Effective Date under the Contract;
  - b) Party of the Second Part shall be [role]; and
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
  - a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
  - b) Consolidated invoices for the services in relation to the Project performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. Among the Parties;
  - c) Any notice, communication, information or documents to be provided to the System Integrator shall be delivered to the authorized representative of the System Integrator (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
  - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. Miscellaneous
- a) This Consortium Agreement shall be governed by laws of India.
  - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.  
SIGNED, SEALED & DELIVERED

For and on behalf of  
MEMBER IN-CHARGE by:  
[Signature]  
[Name]  
[Designation]  
[Address]  
SIGNED, SEALED & DELIVERED

For and on behalf of  
SECOND PART by:  
[Signature]  
[Name]  
[Designation]  
[Address]  
SIGNED, SEALED & DELIVERED

In presence of:  
1. [Signature, name and address of witness]  
  
2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## Format for Pre-Qualification : Format for Power of Attorney for Authorised representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as system Integrator for [name of assignment], to be developed by The Client (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

**Format for Pre-Qualification : Power of Attorney for Lead Member/ Primary Bidder of Consortium**

(To be executed by all members of the Consortium)

Whereas the The Client (the “Authority”) has invited proposals from bidders for selection of System Integrator for [name of assignment]being developed under the (Name of the Project ), (the “Project”).

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at[registered address],and M/s.[name of Party],having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof until the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

FOURTH by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
4. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for turnover should be satisfied by the Lead Member.

## Compliance Sheet for Pre-qualification Proposal

The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal

	Basic Requirement	Required	To be filled by SI	Reference & Page Number
1	RFP Processing Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per format	Yes / No	
4	Earnest Money Deposit	Demand Draft	Yes / No	
5	Turnover	Extracts from the audited Financial Statements of bidder with certificate from Statutory Auditor or CA in practice ; ( In case of Consortium Prime Bidder)	Yes / No	
6	Technical Capability	Job Completion Certificates from the client	Yes / No	
7	Consortium	Internal Agreement document showing consortium agreement between 2 entities ( signed and sealed by both parties )	Yes / No	
8	Legal Entity	<ul style="list-style-type: none"> <li>• Self Certified Copy of Certificate of Incorporation / existence</li> <li>• Service Tax/ VAT/ Professional Tax Registration Certificate</li> <li>• Certificate from Statutory Auditor showing No of years of operation of bidder as required</li> </ul>	Yes / No	

<b>9</b>	Blacklisting	A self certified letter	Yes / No	
<b>10</b>	Other requirements as per pre-qualification criteria	All other documents as required for pre-qualification like declaration to open office in Kolkata		

## Format for Technical Criteria Evaluation : Technical Proposal Submission Form

[Location, Date]

To

The Client

### **RFP dated [date] for selection of System Integrator for [name of assignment]**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole Bidder/ Consortium] [with] [insert a list with full name and address of each Consortium/ Firm].

Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

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

Further:

1. We acknowledge that The Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the System Integrator , and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the System Integrator for the aforesaid Project.
3. We shall make available to The Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of The Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidders, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:

- a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with The Client or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the System Integrator, without incurring any liability to the Bidder.
  8. We declare that we are not a member of any other Consortium applying for selection as a System Integrator.
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO/ Partner / Owner or any of our Directors/ Managers/ employees.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by The Client in connection with the selection of System Integrator or in connection with the selection process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

14. In the event of our being selected as the System Integrator, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by The Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of Project.
16. The Financial Proposal is being submitted separately in the folder in the website for e-procurement. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Bidder /Member in Charge)

### Format for Technical Criteria evaluation : Bidders Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out services similar to the ones requested under this assignment.]

- Use projects with copy of proof of experience as required in the criteria.
- Exhibit projects in the last no. Of years as required in the criteria.
- Projects without the proof of experience required in the criteria will not be considered for evaluation.

Project Name :	Approx. Value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Deliverable details as per project:
Address:	Approx. Value of the services provided by your firm under the contract (in INR in Crore):  ( Note : Only the value of services provided by the firm as part of the undertaken project here shall be considered for pre-qualification / technical criteria evaluation purpose. Total value of the project shall not be considered )
Start Date (Month/Year): Completion Date (Month/Year):	
Delivered as consortium or Single entity : Consortium details :	Deliverable breakup / value as per consortium

Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your firm within the project:	

Firm's Name:

Authorized Signature:

Note:

Please strictly limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

## **Format for Technical Evaluation: Description of Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach with methodology and work plan is key component of the Technical Proposal. The bidder is suggested to present its Technical Proposal divided into the following chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organisation and Staffing.

- **Technical Approach and Methodology.** In this chapter the bidder should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The bidder should highlight the problems to be addressed along with their importance and explain the technical approach the bidder would adopt to address them. The Bidder should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
- **Work Plan.** In this chapter the bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by The Client) and delivery dates of the reports. The proposed work plan should be consistent with technical approach and methodology, showing understanding of the Scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- **Organisation and Staffing.** In this chapter the bidder should propose the structure and composition of the proposed team. The bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

**Format for Technical Evaluation : Team Composition and Task Assignments**

1. Professional staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

**Format for Technical Evaluation : Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)**

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	[March 20, 2013]
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since	Name of Organization	Position held	Duration
				YYYY to present

	graduation]			
12.	Details of tasks assigned			
13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>		
14.		<p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>		
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my		

		experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
--	--	--

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

**Note:**

Please strictly restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation. Please strictly follow the above template for the key staff CV since any deviation may lead to deduction in marks.

**Format for Technical evaluation : Work Schedule**

A. S.No.	Activity	Months (in the form of a bar chart)							Total
		M1	M2	M3	M4	M5	M6	N	(months)
	Total								

**Format for Technical evaluation : Compliance Sheet for Technical Proposal**

As per Technical Criteria requirements

## Financial Proposal Submission Form

[Location]

[Date]

To

Webel Technology Limited  
Plot-5, Block-BP, Sector-5,  
Salt Lake Electronics Complex,  
Kolkata-700091.

Dear Sir,

**Subject: Services for [name of assignment].**

We, the undersigned, offer to provide the system integrator services for [name of assignment] in accordance with your RFP dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Guideline for filling of Financial Bid**

As per BOQ (Financial Bid) evaluation will be done for the prices quoted against Sl. No. 1 to Sl. No. 21 only. Bidder should quoted all the line items in BOQ otherwise the bidder will be disqualified.

<b>** Only Yellow Highlighted Cells to be input by bidders. Rest all cells are protected.</b>						
<b>Financial Bid Format</b>						
<b>Single Mobile Platform, service enablement, mobile channel usage , maintenance and warranty, change requests</b>						
<b>One time Charges</b>						
<b>Activity</b>	<b>Unit</b>	<b>Qty Fixed [x]</b>	<b>Units Qty (To be filled) [y]</b>	<b>Rate [z]</b>	<b>Total ( Qty Fixed * Units Qty * Rate ) [ x * y * z ]</b>	<b>Remarks</b>
<b>One time Single Mobile Platform development cost (a)</b>						
Single Mobile Platform as a Service : Design , Development, Commencement, operations, warranty, maintenance , handover including : Mobile platform, Mobile web Portal, G2C, G2G, G2B, B2C Service Integration capabilities, Hosting services, Short code, Long code, PRI Lines, SMS / OBD/ USSD / IVRS / Missed call / Payment gateway, Integration with e-pramaan, Integration with email server, Predictive UX feature, Security features, Fees consolidation feature  ( Rates to be provided for Mandays basis ) (1 Platform * Mandays required * Manday rate)	Mandays	1			0	Part of Financial Bid Calculation
<b>Total One time Platform development cost (a)</b>	<b>( a )</b>				<b>0</b>	
<b>Toll Free Number One time charges (b)</b>						

<b>Toll Free Number One time charges ( 1 time charges * 1 Toll Free Number * Rate for 1 tol free number ) ( b )</b>	Toll Free Number	1			0	Part of Financial Bid Calculation
<b>Total One time Toll Free Charges (b)</b>	( b )				0	
<b>Total One time charges (i)</b>	( a ) + ( b )				0	
<b>Recurring Charges : Transaction based</b>						
<b>Activity</b>	<b>Unit</b>	<b>Qty Fixed [x]</b>	<b>Units Qty (To be filled) [y]</b>	<b>Rate [z]</b>	<b>Total ( Qty Fixed * Units Qty * Rate ) [ x * y * z ]</b>	<b>Remarks</b>
<b>3 years Single Mobile Platform Operations, Support, Maintenance, Upgrade cost</b>						
Single Mobile Platform as a Service : 3 years of platform operations, maintenance, comprehensive onsite support cost included. Cost for Data Backup on regular basis and DR services to be included for which Infra shall be provided by the client  ( Rates to be provided for Annual basis ) (3 years * 1 Platform * Rate per annum )	Annual	3			0	Part of Financial Bid Calculation
<b>Total Operation and maintenance cost for 3 years</b>	( ii )				0	
<b>Toll-Free Helpline</b>						
<b>Toll Free Helpline for citizens ( Inbound + outbound ) Manpower charges-</b> Rate to be quoted man-month for 2 executives for 12 months . ( For 1 line , 2 executives to cater 365 days and 12 hours every day functioning of helpline) Rates to be quoted on man-month basis for 2*12 man-months ie 24 man-months)						
Year 1 ( 24 Man-months * 1 Line * Rate Per man-month)	Man Months	24			0	Part of Financial Bid Calculation
Year 2 ( 24 Man-months * 1 Line * Rate Per man-month)	Man Months	24			0	Part of Financial Bid Calculation

Year 3 ( 24 Man-months * 1 Line * Rate Per man-month)	Man Months	24			0	Part of Financial Bid Calculation
<b>Toll free helpline manpower charges ( c )</b>	<b>( c )</b>				<b>0</b>	
<b>Toll free calling charges</b> ( rates per minute for 12hours * 365days*1 lines). No. of Minutes mentioned here is only for financial bid calculation. This is not Minimum Guarantee. Billing shall be as per number of minutes consumed on actual basis per month. Telecom service provider bill required as proof of number of minutes. ( to be paid at actuals on basis of Invoice from TSP )						
Year 1 (262800 minutes * 1 Line * Rate per minute )	per minute call rate	262800			0	Part of Financial Bid Calculation
Year 2 (262800 minutes * 1 Line * Rate per minute )	per minute call rate	262800			0	Part of Financial Bid Calculation
Year 3 (262800 minutes * 1 Line * Rate per minute )	per minute call rate	262800			0	Part of Financial Bid Calculation
<b>Toll free helpline calling charges ( d )</b>					<b>0</b>	
<b>Total Helpline charges (iii)</b>	<b>( c ) + ( d )</b>				<b>0</b>	
<b>Service enablement charges</b>						
<b>API based integration with web based online service</b> : API integration with department/ third party on man-days basis per integration for 15 integrations per year considering API Integration <b>Without</b> API development by System Integrator. Bidding for 15 Integrations is only financial Bidding purpose. Actual number of integrations shall be different during the tenure of the contract. <b>Minimum guarantee shall be provided for 10 integrations per annum. mandays quoted here will be 2 times for API Integrations WITH API development</b>						
Year 1 (15 Services * man-days required per Service Integration* man-day rate )	Mandays	15			0	Part of Financial Bid Calculation
Year 2 (15 Services * Man days required per Service Integration* Man-day rate )	Mandays	15			0	Part of Financial Bid Calculation

Year 3 (15 Services * man-days required per Service Integration* Manday rate )	Mandays	15			0	Part of Financial Bid Calculation
<b>API based integration with online web based services ( e )</b>	<b>( e )</b>				<b>0</b>	
<b>Integration with existing Mobile App of the department through API/ web service / other technology based :</b> Integration with department/ third party mobile app through API/ web service / other technology on man-days basis per integration for 5 integrations per year considering API Integration <b>Without</b> API development by selected bidder. Bidding for 5 Integrations is only financial Bidding purpose. Actual number of integrations shall be different during the tenure of the contract. <b>There is NO Minimum guarantee for this category of integration per annum. Mandays quoted here will be 2 times for API Integrations WITH API development</b>						
Year 1 (5 Services * man-daysrequired per Service Integration* man-day rate )	Mandays	5			0	Part of Financial Bid Calculation
Year 2 (5 Services * man-daysrequired per Service Integration* man-day rate )	Mandays	5			0	Part of Financial Bid Calculation
Year 3 (5 Services * man-daysrequired per Service Integration* man-day rate )	Mandays	5			0	Part of Financial Bid Calculation
<b>API based integration with Mobile App of the department ( f )</b>	<b>( f )</b>				<b>0</b>	
<b>Replication of On-boarded services as / with specific Mobile App of the department. The instances already created in the single mobile platform shall only be replicated as / with the mobile app of the department. There shall no need for extra development for mobile app of the department required.. No Minimum guarantee .</b>						
Year 1 (5 Services * Mandays required per Service Integration* Manday rate )	Mandays	5			0	Part of Financial Bid Calculation
Year 2 (5 Services * Mandays required per Service Integration* Manday rate )	Mandays	5			0	Part of Financial Bid Calculation
Year 3 (5 Services * Mandays required per Service Integration* Manday rate )	Mandays	5			0	Part of Financial Bid Calculation

<b>Replication of On-boarded services as / with specific Mobile App of the department</b>						
						( g )
<b>Total Service Enablement charges (iv)</b>						<b>( e ) + ( f ) + ( g )</b>
						<b>0</b>
<b>Change Request Expenses</b>						
Change Requests during the tenure of contract on actuals . For financial bid calculation purpose 60 mandays per annum is considered. Actuals shall be different ( per manday Rate )						
Year 1 ( 60 mandays * 1 year * rate per manday )	Mandays	60				0
Year 2 ( 60 mandays * 1 year * rate per manday )	Mandays	60				0
Year 3 ( 60 mandays * 1 year * rate per manday )	Mandays	60				0
<b>Total Charges Request Expenses ( v )</b>						<b>0</b>
<b>Total recurring charges (vi)</b>						<b>0</b>
<b>Grand Total ( One time mobile platform development + Recurring charges ) (vii)</b>						<b>0</b>

<b>NOT PART OF FINANCIAL BID</b>						
<b>Activity</b>	<b>Unit</b>	<b>Qty Fixed [x]</b>	<b>Units Qty (To be filled) [y]</b>	<b>Rate [z]</b>	<b>Total ( Qty Fixed * Units Qty * Rate ) [ x * y * z ]</b>	<b>Remarks</b>
<b>Cloud Infrastructure including IT and Network , DR and backup services for period of utilization to be provided by the Selected Bidder ( IF REQUIRED )</b>						

Cloud infrastructure including servers, backup, storage, database, operating system licenses, other server licenses, disaster recovery infrastructure, Network infrastructure to be provided by the bidder on period of usage usage basis ( <b>IF REQUIRED</b> ). This will include entire hosting, integration, deployment, security and functional auditing, testing , UAT, Go-Live, Operations, support , maintenance , warranty of the Single Mobile Platform on the cloud infrastructure provided by the bidder for the period of hosting and usage.  (1 Cloud Environment * 1 Month * Rate per Month)	Monthly	1			0	NOT Part of Financial Bid Calculation
<b>Mobile Channels ( Tentative qty provided for per year, Billings shall be done as per actual volume ) (rate quoted here shall be final and applicable for 3 years )</b>						
SMS ( 5,00,000 SMS per month ) (60 lacs SMS * 1 year * Rate per SMS)	per SMS	6,000,000			0	NOT Part of Financial Bid Calculation
OBD (30 sec pulse as average , Including voice recording etc) (200000 OBD calls per month ) (24 Lacs OBD Calls * 1 year * Rate per OBD Call )	per OBD Call	2,400,000			0	NOT Part of Financial Bid Calculation
IVRS (including voice recording, hierarchy development etc by system integrator) ( One platform with 5 levels of inputs ) ( 10 IVRS platforms to be developed per year ) ( 10 Platforms * 1 year * 3 rate per platform )	per IVRS Platform	10			0	NOT Part of Financial Bid Calculation
USSD ( per instance ) ( 25000 instances per month) ( 3 Lacs USSD instanced * 1 year * rate per Instance )	per Instance	300,000			0	NOT Part of Financial Bid Calculation

<b>Total Mobile Channels cost</b>					<b>0</b>	NOT Part of Financial Bid Calculation
<b>Operations, Maintenance beyond initial 3 years of contract for 4th year and 5th year</b>						
4th Year	Mandays	<b>1</b>			<b>0</b>	NOT Part of Financial Bid Calculation
5th Year	Mandays	<b>1</b>			<b>0</b>	NOT Part of Financial Bid Calculation
<b>Note :</b>						
<p>One time platform development costs include development of the mobile platform with all features as mentioned in the RFP. No separate input cost shall be allowed. The rates quoted for one time development, integrations shall be inclusive of 3 years maintenance and warranty period. Change request shall not cover day to maintenance and warranty of the solution. Change request shall be considered only for major functional changes required in the platform as agreed between the client and the selected bidder. Payment shall be made as per payment clause. The mobile platform shall be the ownership of the client. The selected bidder shall handover all source codes, SDLC documents , IP rights to the client</p>						
<p>The client shall provide SDC Cloud infrastructure or any other suitable hosting infrastructure at State data centre or other location. All IT infrastructure, Network infrastructure required to host mobile platform shall be provided by the client. The bidder shall provide the ideal hosting infrastructure requirements including hardware , operating system licenses, other system software license, network requirement as part of technical bid to ensure optimum utilization of the cloud infrastructure of the SDC.</p>						

- The client may require the selected bidder to provide the cloud environment and hosting services at any time during the tenure of the contract at its convenience for hosting the single mobile platform
- The bidders shall propose the cloud environment as part of technical bidding document which should be an approved cloud environment by meity, goi
- The bidder shall provide the necessary Cloud Infrastructure including all Systems Software, Hardware, Third party licenses, network infrastructure ie entire IT and telecom Infrastructure for hosting the Single Mobile Platform
- The bidder shall provide the technical details of cloud infrastructure as part of technical bid
- The bidder shall be responsible for integration, hosting, operations , maintenance , support of the cloud infrastructure'
- The bidder shall provide rate for utilising such cloud environment as part of financial bid. However, the rates shall not be part of the Financial Bid calculation.
- No commitment is being made for usage of such cloud environment proposed by the bidder.
- If the cloud environment proposed by the bidder is used, the same shall be eligible for payment of basis of period used and rates as finalised during financial bidding stage
- There shall be no changes in the rates once proposed by the bidder.
- The bidder shall have to pass all audits as directed by the client before hosting the single mobile platform. The client shall appoint the audit agency and cost of audit shall be borne by the client. The bidder has to provide DR and Data backup services for which IT infra shall be provided by the client

Also data backup and disaster recovery management and related IT hardware , software , licenses shall provided by the client. For disaster recovery. All tapes and other necessary IT infrastructure for data backup including tapes shall be provided by the client. The selected bidder shall manage and ensure data backup and disaster recovery services . The data backup policy and disaster recover policy shall be finalized during MSA sign off stage

The Single Mobile Platform shall be owned by the client for which source codes, SDLC Documentation, IP rights shall be provided by the selected bidder and shall be owned by the client on the date of Go-Live and all updated documents with all change requests and other handover related documents shall be provided at the end of the tenure of the contract.

Toll Free Number shall remain ownership of the client from the date of obtaining the toll free number

All Tape backups shall be owned by the client

NO Minimum Guarantee for SMS / OBD / IVRS / Missed call services / USSD : There is no minimum guarantee for mobile channels ie SMS OBD, IVRS, Missed call services , USSD.

Rates Quotation for Mobile Channels ie SMS / OBD / IVRS / Missed Call Services / USSD : Bidder shall provide rates for mobile channels services of SMS / OBD / IVRS/ Missed call services/ USSD services . **Rates quoted in financial bid shall NOT be considered for financial evaluation purpose.** Rates quoted for these services shall only be applicable on usage basis. For all payments, billing from telecom vendor shall be required along with other system generated documentary proof. No input charges shall be levied over and above the mentioned rate quoted by the bidder which includes PRI lines, executives, telecom vendor charges, voice messages, IVR hierarchy development etc. The client may provide its own platform for SMS / OBD / IVRS / USSD / Missed call services which the selected bidder will have to integrate successfully with the single mobile platform.

Helpline charges : Minimum 2 executives are being provided for technical helpline for all kinds of queries . Helpline shall be functional for 365 days 12 hours per day. For 1 line to function for 365 days 12 hours per day, 2 resources are being considered. Resource allocation shall be done by system integrator accordingly. All input costs for functioning of helpline shall be included for the helpline in the rate quoted. Later on if the lines and helpline executives are increased, the rate quoted here shall be considered. Citizen calls at the helpline shall be Toll free for the citizens. The incoming and outgoing call charges shall be billed by the system integrator on actual basis. Call charges ( INR / minute ) for toll free number to be operated by the helpline executives shall be quoted here and shall be final for rest of the period of the contract.

Service enablement charges :

(i)API based integration with online web based service of the department : Minimum guarantee of 10 services per annum is being provided to the bidder. For financial bidding purpose 15 integrations rates per annum without API development by system integrator is being required.

(ii)API based integration with Mobile application of the department : There is no Minimum Guarantee for API based integration with existing Mobile App of the department. For financial bidding purpose 5 integrations rates per annum without API development by system integrator is being required.

(iii)Where API is not provided by the government department either for web based online service or existing Mobile App, the Mandays quoted here for enablement of one service will be made **2 times**.

GST shall be charged in the billing over and above the service charges cost as per government prevailing rates

All payments are subject to deduction of penalty charges as levied per SLA and penalty clause and taxes at source

Change request shall not cover day to maintenance and warranty of the solution. Change request shall be considered only for major functional changes required in the platform as agreed between the client and the selected bidder

Operations, Maintenance beyond initial 3 years of contract for 4th year and 5th year : Bidders shall provide rates for Operations and maintenance of the entire scope of work . This shall not be part of Financial Bid evaluation. Operations and maintenance beyond tenure of initial 3 years shall be as per discretion of the client. If extended for any year, the rate quoted here shall be final.

Form of Contract

**( The contract form is tentative and indicative in nature . The same shall be finalised between selected bidder and The Client at later stage )**

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

The Webel Technology Limited ( The Client ), aXXX, hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

And

[Name of Selected bidder and registered address]

(hereinafter called the "System Integrator")

WHEREAS

- a) The Client has requested the System Integrator to provide certain services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The System Integrator, having represented to The Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - i. The General Conditions of Contract (hereinafter called "GC");
  - ii. The Special Conditions of contract (hereinafter called "SC");
  - iii. The following Appendices shall be signed alongwith the contract document as per requirement.:
    - a. Scope of Work containing, inter-alia, the Description of the Services and reporting requirements,
    - b. System Architecture, solution design, work programme, manning schedule, timelines and deliverables
    - c. Approach and methodology
    - d. Project documentation and SDLC documentation submission
    - e. Service Level parameters and related penalty clause
    - f. Duties of The Client
    - g. Cost Estimate and Payment schedule
    - h. "Conformed Document" which incorporates all the changes, modifications and results of the contract discussion
    - i. Copy of Letter of Award
    - j. Copy of letter of Award/ acceptance by System Integrator
    - k. Copy of Bank Guarantee for Performance Security



## 1 General provisions

### 1.1 Definitions

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract;
- d) "System Integrator" means the party named in the Contract, who is employed as an independent professional firm or as consortium by The Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the System Integrator consist of a consortium of more than one entity, means any of these entities, and " Members" means all of these entities; "Lead Member/ Member in Charge" means the entity specified in the SC to act on behalf of Each Member in

exercising all the System Integrator's rights and obligations towards The Client under this Contract;

- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the System Integrator to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means The Client or the System Integrator, as the case may be, and Parties means both of them;
- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the System Integrator from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the System Integrator as employees and assigned to the performance of the Services or any part thereof;
- p) "Project" means "[name of assignment]";
- q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the System Integrator pursuant to this Contract as described in Scope of Work;
- s) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
- t) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- u) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of The Client, and includes collusive practice among System Integrator (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive The Client of the benefits of free and open competition.

## **1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Kolkata.

### **1.3 Language**

This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.4 Notices:**

Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

### **1.5 Location**

The Services shall be performed at such locations as whether in Country or elsewhere, as The Client may approve.

### **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by The Client or the System Integrator may be taken or executed by the officials in the SC.

### **1.7 Taxes and Duties**

Unless otherwise specified in the SC, the System Integrator shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. Only Service Taxes shall be paid extra over and above bid price which shall be paid as per government prevailing rates in India.

### **1.8 Interpretation**

In the Contract, unless the context otherwise requires:

- I. The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- II. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- III. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- IV. A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory

body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

- V. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- VI. The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- VII. In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- VIII. Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- IX. The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- X. References to a person (or to a word importing a person) shall be construed so as to include:
  - a. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
  - b. That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
  - c. References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

## **1.9 Commencement, completion, modification and termination of contract**

### **1.9.1 Effectiveness of Contract:**

This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.

### **1.9.2 Commencement of Services**

The System Integrator shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that with written approval from The Client.

### **1.9.3 Expiration of Contract**

Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

#### **1.9.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### **1.9.5 Force Majeure**

##### **1.9.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

##### **1.9.5.2 No Breach of Contract**

The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- i. Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- ii. Has informed the other party as soon as possible about the occurrence of such an event.
- iii. The dates of commencement and estimated cessation of such event of Force Majeure; and
- iv. The manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

##### **1.9.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

##### **1.9.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the system integrator shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

## **1.10 Termination**

### **1.10.1 By The Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the System Integrator, to be given after the occurrence of any of the events specified in this clause:

- a. If the System Integrator do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as The Client may have subsequently approved in writing;
- b. Within thirty (30) days, if the system integrator become insolvent or bankrupt;
- c. If, as the result of Force Majeure, the System Integratoris unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d. Within thirty (30) days, if the System Integrator fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e. Within thirty (30) days, if the System Integrator submits to The Client a false statement which has a material effect on the rights, obligations or interests of The Client. If the System Integrator places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to The Client;
- f. Within thirty (30) days, if the System Integrator, in the judgment of The Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g. If The Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

### **1.10.2 By the System Integrator**

The System Integrator may terminate this Contract, by not less than thirty (30) day's' written notice to The Client, such notice to be given after the occurrence of the events specified in this clause:

- a. If, as the result of Force Majeure, the System Integrator are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **1.10.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the System Integrator's obligation to permit inspection, copying and auditing of their accounts and records as mentioned in relevant clause hereof, (iv) the rights of indemnity of The Client specified in relevant clause and (v) any right which a Party may have under the Applicable Law.

#### **1.10.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the System Integrator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the System Integrator and equipment and materials furnished by The Client, the System Integrator shall handover all project documents under procedure described in this contract.

#### **1.10.5 Payment upon termination**

Upon termination of this Contract, The Client will make the following payments to the System Integrator:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause 1.10.1 0, a, c, d or e, the system integrator shall not be entitled to receive any agreed payments upon termination of the Contract. However, The Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to The Client. Under such circumstances, upon termination, The Client may also impose penalty as per the provisions of relevant clauses of this Contract. The system integrator will be required to pay any such penalty to Client within 30 days of termination date. Also the performance security may be revoked by The Client as provided by the system integrator.

#### **1.10.6 Disputes about Events of Termination**

If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **1.11 Obligations of the System Integrator**

#### **1.11.1 General**

The System Integrator shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The System Integrator shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to The Client, and shall at all times support and safeguard The Client's legitimate interests in any dealings with third parties.

### **1.11.2 Conflict of interest**

- I. System Integrator Not to Benefit from Commissions, Discounts, etc.: The remuneration of the System Integrator pursuant to relevant clauses hereof shall constitute the System Integrator's sole remuneration in connection with this Contract or the Services, and the System Integrator shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the System Integrator shall use their best efforts to ensure that no related party to the System Integrator shall not receive any such additional remuneration.
- II. System Integrator and Affiliates Not to Engage in Certain Activities: The System Integrator agree that, during the term of this Contract and after its termination, the System Integrator and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.
- III. Prohibition of Conflicting Activities: The System Integrator or any related party shall not engage, either directly or indirectly, in any of the following activities:
  - a. During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
  - b. After the termination of this Contract, such other activities as may be specified in the SC.

### **1.11.3 Confidentiality**

The System Integrator shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or The Client's business or operations without the prior written consent of The Client.

### **1.11.4 System Integrator's Actions Requiring Client's Prior Approval**

The System Integrator shall obtain The Client's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- b) Any other action that may be specified in the SC.

### **1.11.5 Reporting Obligations**

The System Integrator shall submit to The Client the reports and documents specified in Scope of work, in the numbers, and within the periods set forth in this contract.

### **1.11.6 Documents prepared by the System Integrator to be the Property of The Client:**

All plans, drawings, specifications, designs, reports, other documents and software submitted by the System Integrator pursuant to this contract shall become and remain the property of The Client, and the System Integrator shall, not later than upon termination or

expiration of this Contract, deliver all such documents and software to The Client, together with a detailed inventory thereof. The System Integrator may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

#### **1.11.7 Liability of the System Integrator**

Subject to additional provisions, if any, set forth in the SC, the System Integrator's liability under this Contract shall be as provided by the Applicable Law.

#### **1.12 System Integrator's personnel**

##### **1.12.1 Description of Personnel**

- I. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the System Integrator' core team are described in this contract. The core team are hereby approved by The Client. If additional work is required beyond the scope of the Services specified in Scope of Work, the level of effort and/or staff assigned may be increased by agreement in writing between The Client and the System Integrator, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.
- II. If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the System Integrator by written notice to The Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with The Client's prior written approval.

##### **1.12.2 Removal and/or Replacement of Key Personnel**

- III. The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract The Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances as per SLA clause for helpline executives (considering equal weighting for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of helpline executive in excess of SLA parameters would call for penalty as provided in the SLA and penalty clause
- IV. If The Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the System Integrator shall, at The Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to The Client.

### **1.13 Obligations of The Client**

- I. Assistance and Exemptions: Unless otherwise specified in the SC, The Client will use its best efforts to ensure that the Government will provide the System Integrator with work permits and such other documents as necessary to enable the System Integrator to perform the Services:
  - a. Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
  - b. Facilitate prompt clearance through customs of any property required for the Services;
  - c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- II. Access to land: The Client warrants that the System Integrator shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

### **1.14 Payments to the System Integrator**

- I. Payment terms: The System Integrator total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the System Integrator in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.
- II. No payment shall become eligible for the next stage until the System Integrator completes to the satisfaction of The Client the work pertaining to the preceding stage
- III. Currency: The price is payable in local currency i.e. Indian Rupees.
- IV. Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

### **1.15 Settlement of disputes**

- I. Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- II. Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

### **1.16 Responsibility for accuracy of project documents**

- I. The System Integrator shall be responsible for accuracy of the system design, architecture functional documents, estimate and all other details prepared by him as part of these

services. The System Integrator shall indemnify The Client against any inaccuracy in the work, which might surface during implementation of the project. The System Integrator will also be responsible for correcting, at his own cost and risk, the documents if required during the execution of the project

- II. The System Integrator shall be fully responsible for the accuracy of project documents. The System Integrator shall indemnify The Client against any inaccuracy / deficiency in the project documents noticed and The Client will bear no responsibility for the accuracy of the designs and drawings submitted by the System Integrator.

#### **1.17 Service Level and Penalty Clause**

Service levels and related penalty clause shall be as defined the annexure to this Contract document.

#### **1.18 Representation, warranties and disclaimer**

The System Integrator represents and warrants to The Client that:

- i. It is duly organised, validly existing and in good standing under the applicable laws of its Country;
- ii. It has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- iii. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- iv. It has the financial standing and capacity to undertake the Project;
- v. This Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi. It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- vii. There are no actions, suits, proceedings, or investigations pending or, to the System Integrator's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the System Integrator under this Contract or materially affect the discharge by the System Integrator of its obligations under the Contract.
- viii. No representation or warranty by the System Integrator contained herein or in any other document furnished by it to The Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- ix. No sums, in cash or kind, have been paid or will be paid, by or on behalf of the System Integrator, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of The Client in connection therewith.

## **1.19 Miscellaneous**

### **1.19.1 Assignment and Charges**

The Contract shall not be assigned by the System Integrator save and except with prior consent in writing of The Client, which The Client will be entitled to decline without assigning any reason whatsoever

The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

### **1.19.2 Indemnity**

The System Integrator agrees to indemnify and hold harmless The Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the System Integrator of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the System Integrator including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to The Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by The Client of a notice of the commencement of any action by a third party, The Client will notify the System Integrator of the commencement thereof; provided, however, that the omission so to notify shall not relieve the System Integrator from any liability which it may have to The Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which The Client may have at common law, in equity or otherwise.

### **1.19.3 Governing Law and Jurisdiction**

The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at Kolkata, India shall have jurisdiction over all matters arising out of or relating to the Contract.

### **1.19.4 Waiver**

- I. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
  - a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
  - b) Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - c) Shall not affect the validity or enforceability of the Contract in any manner.

- II. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

#### **1.19.5 Survival**

Termination of the Contract (a) shall not relieve the System Integrator or The Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

#### **1.19.6 Notices**

Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

#### **1.19.7 Severability**

If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

#### **1.19.8 No Partnership:**

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

### **1.19.9 Language**

All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.

### **1.19.10 Exclusion of Implied Warranties etc.**

The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

### **1.19.11 Agreement to Override Other Agreements**

The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

### **1.19.12 Counterparts:**

The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract

## **2 The Special Conditions of Contract**

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

- I. The contract price payable in Indian Rupees is \_\_\_\_ (exclusive of service tax).
- II. The Member in-charge is [name of System Integrator].
- III. Performance security
  - i. The System Integrator shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to The Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the System Integrator of its obligations under this Contract, in the form set out in this contract, in an amount equal 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.
  - ii. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the System Integrator is a non-resident, in compliance with applicable foreign exchange laws and regulations).
  - iii. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (one hundred eighty) days from the date of submission of the last deliverable under this Contract.

- iv. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
  - a) The contract is terminated for the fault of the system integrator;
  - b) Any material breach of the terms hereof; and/or
  - c) Without prejudice to paragraph above, the System Integrator fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.
- IV. The language is English.
- V. The Client address is [name, designation, telephone, facsimile, address].
- VII. The System Integrator address is [name, designation, telephone, facsimile, address].
- VIII. The Authorized Representative for The Client is [name, designation].
- IX. The Authorized Representative for the System Integrator is [name, designation].
- X. For domestic System Integrator who are permanent residents in India: The System Integrator and their personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and The Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Client will pay to the System Integrator Only Service Taxes over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by System Integrator.
- XI. The date on which this Contract will come into effect is [date].
- XII. The duration of project shall be 3 years ( Three years )from Go-Live including handholding period, with option to extend with mutual written agreement. During hand holding and assistance period, no permanent deployment of Key staff is required; however, they are expected to remain available for meetings and discussions as and when called during the stated period.

## 2.1 Limitation of the System Integrator's Liability towards The Client

- I. Except in case of negligence or wilful misconduct on the part of the System Integrator or on the part of any person or firm acting on behalf of the System Integrator in carrying out the Services, the System Integrator, with respect to damage caused by the System Integrator to The Client's property, shall not be liable to The Client:
  - (i) For any indirect or consequential loss or damage; and
  - (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the System Integrator hereunder, or (ii) the proceeds the System Integrator may be entitled to receive from any insurance maintained by the System Integrator to cover such a liability, whichever of (i) or (ii) is higher.
- II. This limitation of liability shall not affect the System Integrator's liability, if any, for damage to Third Parties caused by the System Integrator or any person or firm acting on behalf of the System Integrator in carrying out the Services.

## 2.2 Risks and coverage

- I. Professional Liability Insurance: System Integrator will maintain at its own expense, Professional Liability Insurance including coverage for errors and omissions caused by System Integrator's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Project period commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the System Integrator hereunder or (ii) the proceeds, the System Integrator may be entitled to receive from any insurance maintained by the System Integrator to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].
- II. Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the System Integrator, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement. System integrator shall maintain such insurance at its own expense.
- III. Any other insurance that may be necessary to protect The Client at its own expense, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

## 2.3 Payment Schedule

As defined in the Annexure to this contract.

## 2.4 Dispute settlement

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Kolkata and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

**Annexure to Contract : Scope of Work**

(As required in Request for Proposal . To be inserted accordingly)

## Annexure to Contract : Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s The Client (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of System Integrator] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'System Integrator' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the System Integrator, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the System Integrator having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to The Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay The Client immediately on demand an or, all monies payable by the System Integrator to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the System Integrator. Any such demand made by The Client on the Bank shall be conclusive and binding notwithstanding any difference between The Client and the System Integrator or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until The Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the System Integrator nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against The Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between The Client and the System Integrator any other course or remedy or security available to The Client. The Bank shall not be relieved of its obligations under these presents by any exercise by The Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of The Client or any other indulgence shown by The Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that The Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the System Integrator and notwithstanding any security or other guarantee that The Client may have in relation to the System Integrator's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the System Integrator /the Bank or any absorption, merger or amalgamation of the System Integrator /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of System Integrator] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]  
[With Bank Stamp]

Designation

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to The Client.

Annexure to Contract : Payment schedule

**Payment schedule shall be as per defined in RFP ( to be inserted accordingly )**

**Annexure to Contract : Service Levels parameters and Related Penalty Clause**

**The service levels parameters and related penalty clause shall be same as defined in the RFP . To be inserted accordingly.**

## **GUIDANCE FOR E-TENDERING**

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

1. **Registration of Bidder:**  
Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to **<https://wbtenders.gov.in>**. The Bidder is to click on the link for e-Tendering site as given on the web portal.
2. **Digital Signature Certificate (DSC):**  
Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
3. The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
4. **Participation in more than one work:**  
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.
5. **Submission of Tenders:**  
Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

The proposal should contain scanned copies of the following in two covers (folders).

### **Techno Commercial Cover:**

#### **Technical Document1 (scanned & join in pdf format then upload)**

1. Copy of Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Fee

#### **Technical Document2 (scanned & join in pdf format then upload)**

1. Declaration as per requirement

#### **Technical Compliance (scanned & join in pdf format then upload)**

1. NIT Declaration

### **Financial Cover:**

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

**NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:**  
**(In each folder, scanned copy will be uploaded with single file having multiple pages)**  
**as per Document required**

Sl. No.	Category Name	Sub Category Name	Sub Category Description
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A	CERTIFICATES	A1. CERTIFICATES	• Required Document
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	• Required Document
		B2. COMPANY DETAILS 2	• Required Document
C	CREDENTIAL	CREDENTIAL 1	• Required Document
		CREDENTIAL 2	• Required Document
D	DECLARATION	DECLARATION 1	• Required Document
		DECLARATION 2	• Required Document
		DECLARATION 3	• Required Document
		DECLARATION 4	• Required Document
		DECLARATION 5	• Required Document
		DECLARATION 6	• Required Document
		DECLARATION 7	• Required Document
E	FINANCIAL INFO	P/L & BALANCE SHEET 2014-2015	P/L & BALANCE SHEET 2014-2015
		P/L & BALANCE SHEET 2015-2016	P/L & BALANCE SHEET 2015-2016
		P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017

**The hard copy of the total set of documents uploaded in e-Tender site except BOQ to be submitted in sealed envelope to Manager (Purchase), Webel Technology Ltd. before opening of Technical Bid. The envelope superscripted with words “Hard copy of document uploaded against Tender no.WTL/PAR/SMP/17-18/033, Dated 02.01.2018”.**

**NIT DECLARATION**

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder's Letter Head)

To  
**Webel Technology Limited**  
**Plot – 5, Block – BP,**  
**Sector - V, Salt Lake**  
**City,**  
**Kolkata – 700091.**

**Sub: Development, operations and maintenance of Single Mobile Platform for various services in West Bengal.**

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject tender no. WTL/PAR/SMP/17-18/033 dated 02.01.2018 for Development, operations and maintenance of Single Mobile Platform for various services in West Bengal published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2018