

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.
(A Unit of H.P. Government Undertaking)



Request for Proposal
for
System Integrator for development of a CMS-based website

(E-Tender No: **HPSEDC/CMS/2K24-7957**)

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<https://hptenders.gov.in>

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DISCLAIMER

- The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the HPSEDC, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by HPSEDC to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. HPSEDC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. HPSEDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- This is not an offer by the HPSEDC but only an invitation to bid in the selection process initiated by the HPSEDC. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the HPSEDC and the Bidder.

Letter of Invitation

HPSEDC through this Letter of Invitation invites eligible bidders as System Integrators for development of a CMS-based website. The bidders shall have prior experience in executing the said works as described in detail under the Scope of Work section in this tender.

1. The Press e-Tender Notice has been published on 10/09/2024 in the following newspapers
 - a) Punjab Kesari (Chandigarh/ Delhi Edition)
 - b) Indian Express (Chandigarh/ Delhi Edition)
2. You are requested to visit the websites www.hpsehc.in and <https://hptenders.gov.in> for downloading the e-bid and any communication pertaining to changes in the bid document, corrigenda etc.
3. Details on the bid submission date, time and address are provided below:

Particulars	Details
Tender Number	HPSEDC/CMS/2K24-7957 Date 10/09/2024
Participation Fee (Non-Refundable)	Rs. 5,000/- in the form of Demand Draft of Nationalized/ Scheduled commercial bank drawn in favour of “Managing Director, HPSEDC, Shimla” payable at Shimla or through RTGS (A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP.)
Bid Security (EMD)	Rs. 2,00,000/- (Rs. Three Lakh only) in the form of Demand Draft of Nationalized / Scheduled Commercial Banks, drawn in favour of “Managing Director, HPSEDC, Shimla” payable at Shimla or through RTGS (A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP.)
Bid Validity	180 days (from final date of Bid Submission)
Pre-Bid Meeting	Pre-bid meeting will be held on 25/09/2024 at 11:30AM through Video Conferencing. VC Link is as under: https://meet.google.com/ooot-phzz-mfr
Date Submission Start Date	30/09/2024
Last Date and time for submission of Bids	06/10/2024
Date and Time of Opening of Technical Bids	07/10/2024

If any of the dates given above happens to be public holiday in Shimla, the related activity shall be undertaken on the next working day at the same time.

Bidders may connect with HPSEDC on procurement@hpsehc.in

Yours’ Sincerely
Managing Director, HPSEDC
1st Floor, I.T Bhawan
Mehli, Shimla-171013, H.P

SECTION – I

1. Introduction to CMS website

This document outlines the requirements and scope of work for the project - development of a CMS-based website template. *This template will serve as a foundation for various user departments, ensuring consistency in design, functionality, and user experience across all departmental websites.* This initiative is aimed at enhancing the accessibility of government services, making it easier for citizens to interact with government entities.

2. Background

1. A CMS based website will be developed as a template website that can be adapted for development of websites for various user departments. Whenever a department raises a request with HPSEDC for website development, the developed website will be used as a blueprint to develop the other websites.
2. This method is opted to enhance the digital presence of various departments by providing a uniform, efficient, and user-friendly website, ensuring consistency and high standards of security compliance.

3. Technical Requirements

1. **Software and Tools:** The website template must be developed as per industry-standard CMS platforms such as Joomla, Drupal, Magento, HubSpot etc.,
2. **Development Framework:** The template should be built using responsive design principles to ensure compatibility with all devices.
3. **Compliance with Web Standards:** The template must comply with W3C standards, ensuring accessibility and usability.

4. Scope of work - Features of CMS Website

User Management:

- Role-based access control to manage permissions for different user types (e.g., administrators, editors, authors).
- Ability to create, edit, and delete user roles.
- Permission settings to define what each user role can view, create, edit, or delete.

Content Management:

- Easy-to-use for creating and editing content.
- Content versioning and history to track changes in the backend.
- Scheduling for content publication (for calendars and events).

Media Management:

- Centralized media library for storing and managing images, videos, and documents.
- Drag-and-drop functionality for uploading media files.

Forms and Surveys:

- Form builder for creating custom forms (e.g., contact forms, feedback forms).

- Survey tools for gathering user feedback and opinions.
- Form submission management and export options.

Workflow Management:

- Customizable workflows for content approval and publication.
- Notifications for workflow stages (e.g., content submission, review, approval).
- Task assignments and tracking for content creation and approval.

Analytics dashboard:

- No. of Enquiries
- No. of registrations (if applicable)
- Visual analysis of the activity on the portal (in graphs)
- Engagement area of the users on website

Security Features:

- SSL certification for secure communication.
- CAPTCHA to prevent automated submissions.
- Regular security updates and patches.

SEO Optimization (post development):

- Tools for managing meta tags, keywords, and descriptions.
- URL customization and redirects.
- XML sitemaps for better search engine indexing.
- Integration with SEO tools and plugins.

5. Scope of work – Template content for CMS Website

The CMS based website will consist of the following basic structure :

1. Homepage:

- Banner/Carousel: Highlight announcements, programs, events.
- Navigation Menu: Easy navigation to major sections.
- Search Bar: Prominent search functionality.
- Quick Links: Direct access to key services.
- News and Updates: Latest departmental news.
- Alerts and Notifications: Important announcements.

2. About Us:

- Overview: General information about organization.
- Vision and Mission: Organizational goals.
- Organizational Structure: Hierarchical details.

- Contact Information: Addresses, contact forms.
3. Services:
 - Service Listings: Detailed descriptions.
 - Portals: Links to service platforms.
 - Guidelines: Instructions for service utilization.
 - Forms and Downloads: Accessible documents.
 - Notifications: content update, new content, subscription updates, content approval requests from admin, content expiry, new user registration, password updates, and event reminders.
 4. Grievance Redressal:
 - Integration with Mukhya Mantri Seva Sankalp (MMSS) helpline portal.
 - Contact Details: Grievance-specific contacts.
 5. Information and Resources:
 - Documents and Publications: Official reports.
 - Policies and Regulations: Regulatory information.
 - FAQs: User assistance.
 6. Accessibility Features (according to GIGW 3.0 guidelines)
 - Text Adjustment: Size customization.
 - Text-to-Speech: Audio content.
 - Contrast Settings: Enhanced visibility.
 - Keyboard Navigation: Accessibility support.
 7. Multilingual Support:

Language Selection: Multiple languages. (Translation Tools - can explore BHASHINI integration.)
 8. Feedback Mechanisms:
 - Feedback Form: User suggestions.
 - Surveys/Polls: Public opinion gathering.
 9. Legal Information:
 - Terms and Conditions: Website usage.
 - Privacy Policy: Data protection.
 - Copyright Information: Legal disclaimers.
 11. Social Media Integration:
 - Social Links: Official accounts.

- Embedded Feeds: Live social updates.
12. Navigation Aids:
- Sitemap: Navigation overview.
 - Breadcrumbs: User location indicators.
13. Contact Us:
- Contact Form: Interaction platform.
 - Office Locations: Address details.
14. Additional Modules:
- Events Calendar: Upcoming activities.
 - Photo/Video Gallery: Visual content.
 - Feedback Analytics: User response analysis.
15. Search Functionality:
- Advanced search capabilities with filters and sorting options.
 - Autocomplete and search suggestions.
 - Full-text search and indexing.
16. Chatbot functionality:
- Live Chat: Real-time conversation with users, providing immediate assistance and answers.
 - Automated Responses: Predefined responses for common queries to ensure quick and consistent replies for FAQs.
 - Multi-language Support: Ability to interact with users in Hindi and English.
 - Interactive Elements: minimise button, quick replies, and guide message to users to guide through the conversation flow.

6. Hosting

The user department websites developed by HPSEDC will be hosted on HPSEDC servers.

7. Compliances

1. All websites developed must adhere to the GIGW 3.0 guidelines. (Link [2024022987.pdf \(s3waas.gov.in\)](#)).
2. The websites should also adhere to the NeSDA framework guidelines. (attached document separately).

8. Responsibilities for project development

Vendor Responsibilities:

1. The selected agency will be responsible for the development, deployment, and maintenance of the website template.
2. The agency will look after the end-to-end development of the websites of other user departments.
3. AMC requests of other principal departments will also be considered as part of the scope of this project.

HPSEDC Responsibilities:

HPSEDC will provide the necessary infrastructure and support to facilitate the development and maintenance process.

9. Billing procedure

Website Requests from User Departments:

1. Upon receiving a request from any user department for website development, HPSEDC will **issue a Proforma Invoice (PI) that was used for payment to the vendor for the development of template website.**
2. If the user department requires features in addition to the features present in the CMS template website then the user department will be **charged on a per-feature basis.**
3. Once the user department confirms requirement or order, the developers stationed at HPSEDC will utilize the template code to develop the requested website, ensuring uniformity in design.

Annual Maintenance for User Departments:

HPSEDC stationed developers will also undertake the annual maintenance of websites requested by other user departments. The principal departments will be charged as per the AMC rates as defined by HPSEDC SOP.

10. Deployment

Developer Allocation: The selected agency must deploy *two developers* dedicated to this project who will be stationed at HPSEDC until the completion of website development and also for further maintenance *for 5 years.*

11. Maintenance

1. **Annual Maintenance Contract (AMC) Details:** The agency must sign a **five-year AMC to provide ongoing support and maintenance for the website template.**
2. **Regular Updates and Patches:** The agency is responsible for ensuring the website template is up-to-date with the latest security patches and software updates.
3. **Technical Support and Troubleshooting:** The agency must provide prompt technical support and troubleshooting services.
4. **Performance Monitoring and Reporting:** Regular performance monitoring and reporting must be conducted to ensure optimal website performance.

12. Price Discovery for development of Website

S.No.	Item Name of Application	Total price in Rs	Total Price in Words
1	One time Application Design and Development		

S.No.	Item Name of Application	Time period (in years)	Total price in Rs	Total Price in Words
<p>Operation & Maintenance phase (Manpower cost – includes operation & maintenance of existing application and development of new services from time to time (for 5 years) as per contract without adding additional cost. The extension of project will include cost of manpower only.)</p>				
1	Software developer			
2	Software developer			

Qualification of Software Developer

1. Experience –

- Minimum of 5 years of professional experience in web development, specifically with CMS (Content Management System) platforms such as WordPress, Drupal, Joomla, etc. and experience in building customised CMS platform.
- Proven track record of having developed at least 2-3 CMS-based websites for government agencies, large enterprises, or similar organizations.
- Experience in front-end and back-end development, including proficiency in HTML, CSS, JavaScript, and server-side scripting languages (e.g., PHP, Python, Ruby).
- Expertise in database management systems (e.g., MySQL, PostgreSQL) and understanding of web hosting environments.
- Experience in developing responsive and mobile-friendly websites.
- Knowledge of SEO best practices and website performance optimization.

2. Education Qualification –

- Bachelor's in Technology in any field/ MCA. A Master's degree or higher qualification in a relevant field would be an added advantage.

Certifications in web development, CMS platforms, or relevant technologies (e.g., Certified WordPress Developer, Certified Drupal Developer) (if any)

SECTION II

IMPORTANT INFORMATION TO THE BIDDERS

PRE-BID MEETING & CLARIFICATIONS

- All interested bidders can participate in pre-bid meeting to seek clarification on the bid, if any.
- The bidders designated representatives may attend the Pre-Bid meeting online through video conferencing.
- The Bidders are requested to send their consolidated queries to email id or at address mentioned below:-

**Managing Director,
Himachal Pradesh State Electronics Development Corporation Ltd.
1st Floor, IT Bhawan, Mehli,
Shimla (H.P.)-171013
Email ID: hpsedc@hpsedc.in**

Annexure-1

The queries must be sent in an excel sheet as per the format specified below:

S. No.	Page No.	Section	Sub-section	Details	Clarification required

- The queries not adhering the above-mentioned format will not be entertained.
- HPSEDC shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the HPSEDC.
- Non-attending the pre-bid meeting will not be a cause for disqualification of a bidder.

RESPONSES TO PRE-BID QUERIES AND ISSUANCE OF CORRIGENDUM

The HPSEDC will endeavor to provide timely response to all queries. However, HPSEDC makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does HPSEDC undertake to answer all the queries that have been posed by the bidders.

CLARIFICATIONS AND AMENDMENTS OF RFP

HPSEDC may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website and the bidders may be asked to amend their proposal due to such amendments. No separate emails or any communication shall be sent to any prospective bidders. Bidders are advised to keep on visiting the official website for any changes.

INSTRUCTIONS TO THE BIDDERS FOR PREPARATION AND SUBMISSION OF PROPOSALS

- All bids should be accompanied with Tender fee and the EMD. Any bid submitted without Tender Document Fee and EMD or with the lesser amount may be rejected being non-responsive. The bidder should ensure that Tender Document Fee and EMD has to be attached with the Bid.
- The bid should contain eligibility and technical offer containing documents, qualifying criteria, technical specifications and all other terms and conditions except the rates (price bid).
- Bidder will submit their eligibility-cum-technical bids online on HP Govt. e-Procurement Portal i.e. <https://hptenders.gov.in>.
- The bidder may submit original DDs or Bank Guarantee in favor of HPSEDC.
- In case of any change in the authorization, it shall be the responsibility of management / partners of the company/firm to inform the certifying authority about the change.
- The bidders are strictly advised to follow dates and times as indicated in RFP. The date and time shall be binding on all bidders.
- The Client may, at its discretion, extend the submission date for any administrative reason.
- Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, HPSEDC, Shimla, reserves the right to cancel/withdraw/ modify fully or partially the 'Invitation to Bidders' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

SECTION III

PRE-QUALIFICATION CRITERIA

Before opening and evaluation of their technical proposals, bidders are expected to meet the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

S.No	Company Eligibility Condition(s)	Supporting Document(s)
1	The Company must be registered in India under the Companies Act 1956 / the Companies Act 2013 having its registered office in India or a Partnership Firm registered under the Partnership Act, 1932 or LLP firm registered under the Limited Liability Partnership Act, 2008. Certified Copy must be attached.	Attested copy of the Certificate of Incorporation. Attested copy of proof of registered office address
2	The Company/Agency should have annual Average Turnover of Rs.5 Crores in last 3 Financial Years (2021-22, 2022 – 23, 2023-24) and should be a profit-making company before tax in each of the last three audited financial years from similar work.	Audited Balance sheet and Profit & Loss account statement of financial years. In Case of 2023-24 provisional balance sheet duly signed by Chartered Accountant will also be considered. Certificate duly signed by Company Secretary/Chartered Accountant of the Company confirming the positive net- worth for the last three financial years
3	The Company/Agency must have project experience in 3 or more of the following during the last five preceding years in State/Central Government/PSU as following: a) Opensource Portal Development/ software development i) Expertise in web	Work Order with Client Certificate/Payment Record /Self Certification duly signed by the Promoter/CMD of the company

	development, database management, and security protocols. ii) Portal Integration experience.	
5	CMMI (Level 3 or above) and Quality Certification ISO9001:2008/ISO20001-1:2018	Copy of certificates (must be valid at the time of bid submission).
6	Selected company should not have been blacklisted in the last three years by any Government entity in India (Centre/ State Organizations/ Departments/ Institutions) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid	Self-certificate duly signed by the Promoter/CMD of the company.

The proposals meeting the above qualification criteria will be evaluated as per the Technical Evaluation criteria. Agencies / firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals may be rejected.

Bidder to submit only relevant documents sought in the tender. For project experience bidder to limit its submission to maximum 5 pages per experience.

***NOTE: -**

As per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh, a bidder may be granted exemption in tender fee and EMD provided it meets either of the below mentioned criteria:

- The bidder is registered with the State store purchase organization, or
- Bidder is registered with NSIC

The bidder shall submit either of the above-mentioned certificates to avail exemption from EMD and Tender Fee.

SECTION IV

EVALUATION OF BIDS/ PROPOSALS

BID OPENING SESSION

The bids will be opened on the specified date, time and address. In the event of the specified date of bid opening being declared a holiday for HPSEDC, the Bids shall be opened at the same time and location on the next working day.

PROPOSAL EVALUATION PROCESS

- 1) Proposals will be evaluated by a Tender Committee (TC).
- 2) HPSEDC has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.
- 3) HPSEDC has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids.
- 4) Evaluations of bids will be only based on information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications requested by HPSEDC during the evaluation process.
- 5) During the time of the evaluation of the technical bid, HPSEDC may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
- 6) The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for HPSEDC to state its requirements clearly and for the bidder to state its proposal more clearly.
- 7) The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time, HPSEDC has the right to make assumptions on the Technical bid submitted by the bidder and if such assumptions lead to disqualification of the Technical bid, HPSEDC is not accountable for these omissions.
- 8) All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between bidder and HPSEDC.
- 9) Evaluation of the bids will be done in the following sequence and as per the Checklist given in this RFP:
 - a. Scrutiny of Tender fee & EMD and adherence to general guidelines
 - b. Evaluation of Qualification/Eligibility
 - c. Evaluation of Technical specifications

TECHNICAL BID

Sr. No.	Evaluation Criteria	Marks	Documents to be submitted
A	Company Existence		
A-1	<p>Company Existence in India</p> <p>a) 0-3 Years: 0 Marks b) 3-5 Years: 3 Marks c) More than 10 years: 5 Marks</p>	5	Certificate of Incorporation to be attached
B	Bidder Turnover		
B-1	<p>Bidder average annual Turnover in last three financial years from IT & ITES Services:</p> <p>a) 5 Cr. – 10 Cr.: 8 Marks b) 10 Cr. – 20 Cr: 12 Marks c) Above 20 Cr: 15 Marks</p> <p>Note: Agency should be a profit-making entity with positive Net worth.</p>	15	CA certificate mentioning Total turnover, turnover from IT and ITES Services & Networth along with Audited Balance sheet and Profit & Loss statement.
C.	Relevant Experience		
C-1	<p>Bidder should have at least 2 completed/ongoing projects that have the following components:</p> <ul style="list-style-type: none"> - GIGW compliant - Website/web portal for Central Govt./State Govt./PSU's - Each having a minimum value of 50 lakhs. <p>a) 2 Projects: 15 Marks b) 3-6 Projects: 25 Marks c) More than 6 Projects: 40 Marks</p> <p>Note: Work order/completion certificate should clearly mention the no. of website/web portal developed.</p>	40	Copy of Work Order and Completion Certificate
C-2	<p>The Bidder should have experience of providing AMC support to any State Government/ Central Government/ Semi Government/PSU/Other Government Institutions in India during the last 5 financial years as on bid submission date.</p> <ul style="list-style-type: none"> • 1 Project – 5 marks • 2 Projects – 10 marks • 3 Projects – 20 marks <p>Operation & Maintenance for 5 Years out of which minimum</p>	20	Bidder should submit the following: Completed Projects: a) Copy of Work Orders/ Agreement/ LOA/LOI

	2 years of O&M must have been completed		
D	Quality Certification		
D-1	a) CMMI 5, ISO 9001:2015 : 5 Marks b) CMMI 5, ISO 9001:2015, ISO 20000:1: 10 Marks (CMMI certificate will be verified on https://www.cmmiinstitute.com/pars/) only	10	Valid Certificates to be attached
E	Technical Presentation		
E-1	<ul style="list-style-type: none"> o Technology proposed for redesign o Cutover to redesigned system o Approach and Methodology – overall approach o No. of resources required. o Detailed work plan along with timelines 	10	Copy of Technical Presentation to be attached

Note: The team will be deployed onsite at client location fulltime and report to nodal officer.

FINANCIAL BID

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (**ST**) in accordance to the marks obtained during the technical evaluation stage. There shall be 70% weightage to technical score and 30% weightage to financial score.

The individual bidder's financial score (**SF**) will be evaluated as per the formula given below:

$$SF = [F_{min} / F_b] * 100 \text{ (rounded off to 2 decimal places)}$$

where,

SF= Normalized financial score of the bidder under consideration

F_{min}=Minimum financial quote among the technically qualified bidders

F_b= Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = ST * 0.70 + SF * 0.30$$

Where ST = Technical score secured by the bidder. Where SF = Financial score secured by the bidder.

1. The bidder securing the highest evaluated **Combined Score(S)** will be awarded the contract observing due procedure.
2. In the event that two or more Bidders achieves the same combined score (the "Tie Bidders") for the Project, the HPSEDC may:

- adjudicate the bidder securing the highest technical score in the “Relevant Past Experience” Section of Technical Evaluation Table as the “Best responsive bid” for award of the Project;
- In Case there is again a tie in scores of the “Relevant Past Experience” Section of Technical Evaluation Table adjudicate the bidder securing the highest technical score in the “Resources Proposed for deployment” Section of Technical Evaluation Table as the “Best responsive bid” for award of the Project.

OR

- in its sole discretion, may annul the Bidding Process.

DISQUALIFICATIONS

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

- a. Made any misleading or false representations in the forms, statements and attachments submitted in its bid.
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- d. Failed to provide clarifications related thereto, when sought.
- e. Submitted more than one Proposal (directly/in-directly).
- f. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- g. Submitted a proposal with price adjustment/variation provision.
- h. Not submitted in as specified in the RFP documents.
- i. Not submitted the Letter of Authorization (Power of Attorney).
- j. Suppressed any details related to bid.
- k. Submitted incomplete information, subjective, conditional offers, and partial offers.
- l. Not submitted documents as requested in the checklists/RFP.
- m. Submitted bid with lesser validity period.
- n. Any non-adherence/non-compliance to applicable RFP content.

EVALUATION OF PRE-QUALIFICATION BIDS

For the evaluation of Pre-Qualification Bids, the documentation furnished by the Bidders will be examined to check if all the eligibility requirements and furnished in accordance with the formats supplied are met.

- a. The HPSEDC may ask the Bidder for additional information whenever committee feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.
- b. Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.

EVALUATION OF TECHNICAL BIDS

1. Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.
2. The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.
3. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
4. Consequent upon the evaluation as per technical evaluation criteria, each technical bid will be assigned a Technical Score out of a maximum of 100 points.

SAMPLE PRICE BID SCHEDULE

Sl No.	Item Name of Application	Price in Rs	Number of item	Total Price in Rs	Total Price in Words
1	One Time Application Redesign and Development Cost		NA		
2	AMC Cost		NA		
Total					

Note: *The bidders may quote the price keeping in view that there can be an increase of 10% in the scope of work indicated in this document. Further, the project can be extended for another two years on mutual consent between both parties at the prices discovered through this tender.

NEGOTIATION

There would be no post RFP negotiations. However, HPSEDC may negotiate with S1 bidder under exceptional circumstances.

CORRECTION OF ERRORS

1. Bidders are advised to exercise adequate care in preparing response to the RFP. No excuse for corrections in the bid will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which such items may not be considered.
2. 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 overall proposal price shall govern.

NOTIFICATION OF AWARD AND SIGNING THE CONTRACT

1. HPSEDC will award the contract to the successful bidder whose score is calculated as highest during the proceedings of the Bid Final score evaluation as per R1 method stated as above.
2. Prior to the expiration of the bid validity period, HPSEDC will notify through a “Letter of Intent”, to the successful bidder in writing or by facsimile or email, that their proposal has been accepted and under consideration for signing a contract.

3. The successful bidder who has been issued with a letter of intent is expected to furnish a Performance Bank Guarantee (PBG) for an amount of @3% of total work order value and valid upto 3 months after expiry of work. This Performance Bank Guarantee has to be from any Nationalized/ Scheduled bank.
4. The contract between the successful bidder and HPSEDC will come into force only upon the bidder furnishing the Performance Bank Guarantee in 15 days and HPSEDC signing the contract with the successful bidder.
5. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, HPSEDC has the right to withdraw the notification of award and next qualified bidder shall be awarded the project or go for retendering. The decision of HPSEDC shall be final in this regard.
6. If the successful bidder tries to alter the Financial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, HPSEDC has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
7. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by HPSEDC and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfillment of the condition of executing a contract by the successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD. In such an event HPSEDC may award the contract to the next best value bidder or call for new proposals
8. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

PERFORMANCE BANK GUARANTEE

- The successful bidder shall at its own expense deposit with HPSEDC, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder. Format of PBG is given at Form-3 of this document.
- The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

- This Performance Bank Guarantee will be for an amount equivalent to 3% of the contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The performance bank guarantee shall be valid till the end of three months after the period of end of contract.
- The Performance Bank Guarantee may be discharged / returned by the client upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the bidder being unable to service the contract for whatever reason, the Client would invoke the PBG. The Client shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. This will be in addition to other penal actions that can be initiated by HPSEDC as detailed in this RFP.
- The HPSEDC shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.

EARNEST MONEY

1. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lacs only) as part of its bid. Any bid, submitted without EMD or with the lesser bid amount, will be rejected being non-responsive.
2. The Earnest Money Deposit (he above mentioned EMD).
3. The EMD may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the HPSEDC.
 - b. During the tendering process, if a Bidder indulges in any such activity as would jeopardize the tender process. The decision of the HPSEDC regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.
 - c. In the case of a successful Bidder, if the Bidder fails,
 - i. To sign the contract, and
 - ii. To furnish Performance Security.
 - d. Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardize the interest of the HPSEDC. The decision

of the HPSEDC regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.

ARBITRATION

- a. All the disputes and/or differences arising out of this agreement shall in the first instance be settled amicably. In the event such amicable settlement is not reached then such unresolved dispute shall be settled through arbitration as provided herein.
- b. Any dispute or differences whatsoever arising between the parties to the agreement, out of or relating to the consideration, meaning, scope, operations or effect of the contract or the validity of the breach thereof shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- c. The arbitration shall be conducted at Shimla.
- d. During the period of arbitration there shall be no suspension of the agreement.
- e. The cost of arbitration shall be shared equally by both the parties.
- f. The agreement shall be governed by Indian Laws and competent courts in Himachal Pradesh shall have exclusive jurisdiction.

SECTION V

GENERAL TERMS AND CONDITIONS

The terms and conditions given in the RFP and subsequent corrigendum released by HPSEDC shall apply. These General Conditions shall apply to the extent that these are not superseded specifically by provisions in other parts of this tender document. The main clauses are as follows:

ONE PROPOSAL PER BIDDER

Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified.

COST OF PROPOSAL

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and the HPSEDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

AMENDMENT OF RFP DOCUMENTS

At any time prior to the deadline for submission of Proposal, the HPSEDC may amend the RFP document by issuing suitable Addendum.

Any addendum/corrigendum thus issued shall be part of the Tender document and shall also be posted online at www.hptenders.gov.in. No claim will be entertained or accepted regarding non-receipt of addendum/corrigendum.

To give bidders reasonable time in which to take an Addendum into account in preparing their Proposals, the Client shall extend, if necessary, the deadline for submission of Proposals.

LIMITS ON PROMOTION

The bidder will not make any reference to the department for procurement of resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the authorized representative of the HPSEDC. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kind of hoardings, banners or the like without the express prior written consent of the same.

USE & RELEASE OF BIDDER SUBMISSIONS

HPSEDC is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the HPSEDC and may be returned at its sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals must be submitted online by the bidders no later than the time and date stipulated in the RFP. The authorized authority may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all bidders who have been provided the Proposal Documents, in writing or by facsimile or by email in accordance with the RFP requirements. In this case, all rights and obligations of the department and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

LATE PROPOSALS

The e-procurement portal www.hptenders.gov.in will not accept any proposal past the deadline date & time. Physical or Manual submission of proposals shall not be entertained after the deadline.

MODIFICATION AND WITHDRAWAL OF BIDS

- The bidder may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of online Bids.
- No Bid may be modified subsequent to the deadline for submission of Bids, without the explicit consent of the department. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures in the Bill of Quote (BoQ). No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened online. All corrections, if any,

should be digitally signed by the person signing the bid form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of department, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

CONTACTING DEPARTMENT

Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the RFP issuing authority at the address/e-mail-id specified in this RFP.

DISQUALIFICATION

The bid is liable to be disqualified if:

- Not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of the Client to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received in incomplete form or not accompanied by EMD and Tender document fee.
- Manual Bid received instead of online submission, unless authorized by the Client.
- Bid not accompanied by all requisite documents.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

LIQUIDATED DAMAGES

- In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty as per the terms and conditions of the agreement signed between the successful bidder, HPSEDC and the End User Department.
- HPSEDC is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due as per clauses of this RFP.
- In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty @10% of the total contract value.
- HPSEDC is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due as per clauses of this RFP.

TERMINATION OF CONTRACT

TERMINATION FOR DEFAULT

HPSEDC, without prejudice to any other remedy for breach of Contract or non-compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:

- If the selected Bidder fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected Bidder fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
- If the Bidder/ selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or

In the event HPSEDC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to HPSEDC for any excess costs for such similar services. However, the Bidder may continue performance of the Contract to the extent not terminated. HPSEDC would not be liable to pay any damages to the selected Bidder in cases comprising Termination for default.

TERMINATION FOR INSOLVENCY

HPSEDC may at any time terminate the Contract by giving written notice to the selected Bidder, 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 HPSEDC.

TERMINATION FOR CONVENIENCE

HPSEDC, by written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for its convenience. In case of termination for convenience, HPSEDC would pay to the bidder cost of services provided till the date of the termination. The PBG in such a case would be refunded to the successful bidder.

FORCE MAJEURE

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

EXIT MANAGEMENT

PURPOSE

- This clause sets out the provisions that will apply on expiry or termination of the contract.

- In the case of termination of contract due to illegality, HPSEDC will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the successful bidder, carry out their respective obligations set out in this Exit Management Clause.

COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- The bidder will allow HPSEDC or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by the HPSEDC or its nominated agencies, the bidder shall provide access to and copies of all information held or controlled by it, which have been prepared or maintained in accordance with the contract. HPSEDC or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the HPSEDC or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

CONFIDENTIAL INFORMATION, SECURITY AND DATA

The Bidder will promptly on the commencement of the exit management period supply to the HPSEDC or its nominated agencies the following:

- Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
- Documentation relating to Intellectual Property Rights; and
- HPSEDC data and confidential information; and
- All current and updated departmental data as is reasonably required for purposes of the HPSEDC or its nominated agencies transitioning the services to its replacement vendor in a readily available format; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable HPSEDC or its nominated agencies, or its Replacement vendor to carry out due diligence in order

to transition the provision of the Services to the HPSEDC or its nominated agencies, or its Replacement Operator (as the case may be).

- Before the expiry of the exit management period, the Vendor shall deliver to the HPSEDC or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- Before the expiry of the exit management period, unless otherwise provided under the contract, HPSEDC or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of HPSEDC or its nominated agencies or its users

EMPLOYEES

- Promptly on reasonable request at any time during the exit management period, firm shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to HPSEDC or its nominated agencies a list of all employees (with job titles) of firm dedicated to providing the services at the commencement of the exit management period.
- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from firm to the HPSEDC or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of firm, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of firm, the HPSEDC or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of firm and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any Replacement Vendor.

TRANSFER OF CERTAIN AGREEMENTS

On request by HPSEDC or its nominated agencies, firm shall affect such assignments, transfers, innovations, licenses and sub-licenses as HPSEDC may require in favor of HPSEDC or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between firm and third party

lesser, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

RIGHT OF ACCESS TO PREMISES

- At any time during the exit management period, where Assets are located at firm's premises in relations to this project, firm will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) HPSEDC or its nominated agencies, and/or any Replacement Vendor.
- Firm shall also give HPSEDC or its nominated agencies, or any Replacement Vendor right of reasonable access to firm's premises and shall procure the HPSEDC or its nominated agencies and any Replacement Vendor rights of access to relevant third-party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to HPSEDC or its nominated agencies, or a Replacement Vendor.

GENERAL OBLIGATIONS OF FIRM

- Firm shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to HPSEDC or its nominated agencies or its replacement Vendor and which firm has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of firm.
- Firm shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- Application Source Code along with complete database would be the property of HPSEDC and the development Company should hand over all admin, user Id password, hosting, database server details etc. to HPSEDC, along with all software details, deliverables etc. at the time of deployment of application for future use by HPSEDC. The successful vendor will relinquish all ownership of the application developed to HPSEDC.

EXIT MANAGEMENT PLAN

- Firm shall provide to HPSEDC or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following

aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.

- A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - Plans for communication with such of firm's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on AR operations as a result of undertaking the transfer; and
 - If applicable, proposed arrangements for the segregation of Firm's networks from the networks employed by HPSEDC or its nominated agencies and identification of specific security tasks necessary at termination; and
 - Plans for provision of contingent support to the HPSEDC or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- Firm shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - Each Exit Management Plan shall be presented by firm to and approved by HPSEDC or its nominated agencies.
 - In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
 - During the exit management period, the firm shall use its best efforts to deliver the services.
 - Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - This Exit Management plan shall be furnished in writing to the HPSEDC or its nominated agencies within 90 days from the Effective Date of the contract.

CONFIDENTIALITY

- Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable

confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties

- These restrictions will not apply to any information which:
 - is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
 - is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
 - is or has been independently developed by this recipient or was known to it prior to the receipt.
- Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause (ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.
- Without prejudice to the foregoing provision of this Clause above the firm may cite the performance of the services to clients and prospective clients as an indication of its experience.
- The firm shall not, without State prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the FIRM in the performance of the work order.
- The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

RESPONSIBILITY FOR SAFE CUSTODY AND INTEGRITY OF DATA

- The firm shall not, without prior written consent from HPSEDC, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the HPSEDC in connection therewith, to any person other than a person employed by the firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- The firm shall not, without prior written consent of HPSEDC, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents issued by HPSEDC, other than the Contract itself, shall remain the property of the HPSEDC and shall be returned (in all copies) to HPSEDC on completion of the firm's performance under the Contract if so required by the HPSEDC.

CONTRACT AMENDMENT

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

RESOLUTION OF DISPUTES

- All disputes and /or difference arising out of this agreement shall on the first instance be settled amicably. In the event such amicable settlement is not reached then such unresolved disputes shall be settled through arbitration as provided herein.
- Any dispute or difference whatsoever arising between the parties to the agreement, out of relating to the consideration, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled in accordance with the provisions of the Arbitration and Conciliation Act,1996.
- During the arbitration there shall be no suspension of the Agreement.
- The cost of arbitration shall be shared equally by both the parties.
- The agreement shall be governed by Indian laws and the competent courts shall have Jurisdiction.
- Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this contract to ensure continuity of operations.

INSURANCE REQUIREMENT

Firm shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to HPSEDC prior to the start of operations. Firm shall take and keep effective all the insurances during the period of the Contract.

NOTICES

- Any notice or other document, which may be given by either Party under this SLA, shall be given in writing and signed by the duly authorized representatives of the Parties. The notice or document may be given either in person or by pre-paid recorded delivery post or by facsimile transmission or by e-mail. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.
- In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.
- Immediately on signing of Agreement, firm will appoint its duly authorized representative/ nodal person who will be taking/ sending notices on behalf of firm and will be responsible for deliverables, communication with HPSEDC. The firm will confirm in writing the name of nodal person to HPSEDC along with his/ her official email address. Similarly, HPSEDC will appoint nodal officer and inform firm.

INTERPRETATION OF CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in the bid document, HPSEDC interpretation of the clauses shall be final and binding on all parties.

THIRD PARTY CLAIMS

- The firm (the "Indemnifying Party") undertakes to indemnify the HPSEDC (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.
- The firm shall indemnify HPSEDC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

PAYMENT TERMS

Price as per Bid Document – The payment to L1 bidder for redesign and development shall be made on successful completion of Final Acceptance Testing. The payment to the L1 bidder would be done on quarterly basis against the quoted cost for Annual maintenance cost.

LIMITATION OF LIABILITY

The aggregate liability of the firm to the HPSEDC in contract or tort or under statute or otherwise, for any loss or damage suffered by the HPSEDC arising from or in connection with the Services, however the loss or damage is caused, including firm's negligence but

not fraud or other deliberate breach of duty, shall be limited to the amount of fee paid to the firm for the Services.

APPLICABLE LAW

The contract shall be governed by the laws and procedures established by Govt. of India/ State of Himachal Pradesh within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

TIME SCHEDULE

The duration of the contract shall be 66 months from the date of signing of contract. If HPSEDC decide the firm to carry on with the activities beyond the stated period, based upon the satisfactory performance of the firm, the same may be extended by additional period as required at the same commercial terms based on concurrence of the firm. The communication for extension of the contract shall be done by the client 3 months before the expiry of the contract. The Successful bidder shall takeover the application from existing vendor including code and other artefacts within One Month of signing of contract.

Note: The team will be deployed onsite at client location fulltime and report to nodal officer.

Please note:

- Following conditions will be considered as the Breach of Agreement in case of AMC Phase in any of the following conditions HPSEDC reserves the Right to terminate the agreement.

Penalty on Manpower

The bidder is required to provide fulltime dedicated manpower at Client Site with requisite qualification and experience prescribed in the RFP. The bidder also has to indicate in its bid about the no. of resources proposed to be deployed in the field to meet SLA.

In case of default, following penalty will be imposed on the bidder:

S. No.	Item	% of presence of total manpower (with respect to total no of working days) with requisite qualification and experience	Penalty as % of Quarterly Payment
1	Deployed Manpower as per this Agreement	100 %	Nil
2	Number of client side dedicated Manpower deployed is less than tender requirement or not meeting qualification and/ or experience criterion specified in the RFP	Less than 100%	<ul style="list-style-type: none"> • No payment would be released in the absence of onsite manpower • The quarterly payment would be deducted in proportion to the number of days of absence of manpower or in case manpower deployed lacks necessary qualification or experience. The above deduction shall be calculated on the basis of number of defaulting manpower out of total onsite manpower to be deployed under this contract.

Note:

- a. The Client, while calculating payment to the bidder, may impose penalties for both deliverables as well as penalty on manpower
- b. The Client reserves the right to demand replacement of the manpower deployed by vendor, on account of non-performance or unprofessional conduct of the resource at Client site. Such replacement shall be carried out by the vendor within 4 weeks of written communication by the client, failing which the client shall invoke penalty considering that the manpower deployed by the bidder is less than 100%. The Client may also ask the Vendor to recall the resource where it is found that the presence of the resource at client site is unacceptable due to his/her unprofessional behavior.

Bidder resources must mark attendance for all working days as per / Govt of HP working days. Non marking of attendance will be considered as absence and considered for penalty calculation.

SECTION VI – FORMS AND ANNEXURES

FORM 1: FORMAT FOR PRE-QUALIFICATION PROPOSAL

Date: DD-MM-YYYY

**Managing Director,
Himachal Pradesh State Electronics Development Corporation Ltd.
1st Floor, IT Bhawan, Mehli,
Shimla (H.P.)-171013**

Ref: Request for Proposal for System Integrator for development of a CMS-based website

Dear Sir/Madam

1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP documents. To meet such requirements and provide such services as set out in the RFP documents, we attach hereto our response to the RFP documents, which constitutes our proposal for being considered for appointment as the Service Operator.
2. We undertake that this is our sole participation, and we are not participating or co-participating in this bid through any other related party or channel.
3. We undertake, if our proposal is accepted, to adhere to the Project Schedule put forward in the RFP documents or such adjusted plan as may subsequently be mutually agreed between us and HPSEDC or its appointed representatives.
4. If our proposal is accepted, we will submit a Performance Bank Guarantee in the format given in the RFP document issued by a Scheduled bank in India, acceptable to the HPSEDC, as per the details specified in the RFP documents for due performance of the Agreement.
5. We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.
6. We have studied all instructions/forms/terms/requirements/other information of the RFP documents carefully and have submitted this bid with full understanding and any implications thereof.

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

8. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2024

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

Enclosure: Copy of Power of attorney/Board resolution in name of authorized signatory

FORM 2: FORMAT FOR FURNISHING GENERAL INFORMATION

Details of the Bidder (Company)

1. Name of the Bidder
2. Address of the Bidder
3. Status of the Company (Public Ltd/Pvt. Ltd)
4. Details of Incorporation of the Company
5. Details of Commencement of Business
6. Valid Sales tax registration no.
7. Valid Service tax registration no.
8. Permanent Account Number (PAN)
9. GST Identification Number
10. Name & Designation of the contact person to whom all references shall be made regarding this RFP
11. Telephone No. (with STD Code)
Mobile Number
12. E-Mail of the contact person:
13. Fax No. (with STD Code)
14. Website

FORM 3: PERFORMANCE BANK GUARANTEE FORMAT

To

1. Whereas M/s _____ (Name of firm agency) (hereinafter called "firm") has to do project as per agreement dated _____ signed between Managing Director, (HPSEDC), Shimla (hereinafter called "Client") and them and as per the agreement M/s _____ (Name of firm agency) will submit Performance Bank Guarantee amounting to Rs. _____/- (Rupees _____ only).

2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, (Bank Name) _____ having _____ its _____ Head _____ Office at _____

_____ (hereinafter called "the Bank") are bound up to the "Client" in the sum of Rs. _____ (_____) for which payment will and truly to be made to the "Client", the Bank binds itself, its successors and assignees by these presents.

3. "The Bank" further undertakes to pay to the "Client" up to the above amount on receipt of its first written demand, without the "Client" having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the "Client". This clause shall remain valid notwithstanding anything else contained to the contrary in the document.

4. Our liability under this guarantee is restricted to _____ (_____) and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20____

for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

FORM 4: FINANCIAL INFORMATION

1. Annual Turnover of the Bidder in IT Application Development

Financial Year 2020-21	Financial Year 2021-22	Financial Year 2022-23	Page number where the details are provided

FORM 5: FORMAT FOR LIST OF PREVIOUS WORK ORDERS EXECUTED

SL. No.	Name of Client	Name of the Project	Project Brief	Project Cost	Status (Complete/ In Progress/ Delay)
1					
2					
3					
.					
.					

FORM 6: SELF-DECLARATION (to be filled by the bidder)

To,

**Managing Director,
Himachal Pradesh State Electronics Development Corporation Ltd.
1st Floor, IT Bhawan, Mehli,
Shimla (H.P.)-171013**

_____,
In response to the RFP. No. _____ dated _____ for
System Integrator for development of a CMS-based website, as an Owner/ Partner/ Director/
Auth. Sign. of _____, I/ We hereby declare that
presently our Company/ firm _____, at the time of bidding: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed in the RFP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

FORM 7: DECLARATION REGARDING CLEAN TRACK RECORD (to be submitted on bidder's letter head)

To,

**Managing Director,
Himachal Pradesh State Electronics Development Corporation Ltd.
1st Floor, IT Bhawan, Mehli,
Shimla (H.P.)-171013**

Dear Sir,

Declaration Regarding Clean Track Record

(RFP No : _____ dated _____)

I have carefully gone through the Terms & Conditions contained in the **RFP No:** _____ **dated** _____ regarding System Integrator for development of a CMS-based website. We hereby declare that our company has not been debarred/ blacklisted or in fraud list by/of any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India / Multilateral agencies / Bilateral agencies / authorities / regulators, etc. as on the date of bid submission.

I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the client and the information submitted by the company in all Annexures is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

Date Signature of Authorised Signatory ... Place Name of the Authorised Signatory ...
Designation ...
Name of the Organisation ...
Seal ...

FORM 8: DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No.regarding System Integrator for development of a CMS-based website. I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

FORM 9: PROPOSED WORK PLAN

<u>No.</u>	<u>Activity</u>	<u>Calendar Months</u>											
		1	2	3	4	5	6	7	8	9	10	11	12

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.
3. All activities should meet the 8/80 criteria i.e should at least take 8 hours and a maximum of 80 hours.

FORM 10: TEAM COMPOSITION

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

FORM 11: CURRICULUM VITAE (CV) OF KEY PERSONNEL

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: Organizations worked for in the past <ul style="list-style-type: none"> • Organization name • Duration and dates of entry and exit • Designation Location(s) • Key responsibilities Prior project experience <ul style="list-style-type: none"> • Project name • Client • Key project features in brief • Location of the project • Designation • Role • Responsibilities and activities • Duration of the project Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if speak/read/write)	

FORM 12: DEPLOYMENT OF PERSONNEL

No	Name of staff	Staff input in Months (in the form of a bar chart) ²													Total staff man-months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
N															
										Total					

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category

2 Months are counted from the start of the assignment.