



# Request for Proposal [RFP]

For selection of

**“Selection of Consultancy Agency**

**For**

**“Conducting feasibility study, network design, Preparation of Detailed Project Report (DPR), Request for Proposal (RFP), Bid Management and Establishment of Special Purpose Vehicle (SPV) in the State of Punjab”**

**for**

**implementation of BharatNet in Punjab**

Reference number:

Bhartnet/ Project Consultant/2015

Punjab State E-Governance Society (PSeGS)  
Department of Governance Reforms  
Government of Punjab  
SCO 162-164, Sector 34-A, Chandigarh-160022

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## **1. DISCLAIMER**

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- 1.1. The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Punjab State e-Governance Society (PSeGS) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.
- 1.2. This Tender is not an agreement and is neither an offer nor invitation by the PSEGS to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the PSEGS in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the PSEGS, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
- 1.3. Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PSEGS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.4. PSEGS, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. PSEGS also accepts no liability of any nature whether

resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

- 1.5. PSEGS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that PSEGS is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and PSEGS reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 1.6. PSEGS reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

Signature & Seal of the Bidder

## 2. DOCUMENT CONTROL SHEET

S. No.	Particular	Details
1.	Document Reference Number	Bhartnet/ Project Consultant/2015
2.	Start date of issue of RFP	24/12/2015 (Thursday)
3.	Last date & Time of issue of RFP	19/01/2016 (Tuesday)
4.	Last Date for submission of written Queries for clarifications	04/01/2016 (Monday)
5.	Date & Time of Pre-Bid Meeting	05/01/2016 (Tuesday) at 12:00 Noon
6.	Release of Response to Pre-bid Queries	To be intimated later
7.	Last date and time for receipt of proposals	20/01/2016 (Wednesday) at 2:00 PM
8.	Date and time of opening of Pre-Qualification Bid	20/01/2016 (Wednesday) at 3:00 PM
9.	Date and time of opening of Technical Proposals	"To be intimated later"
10.	Date of Presentation and Opening of Commercial bids	"To be intimated later"
11.	Address for pre-bid meeting & Opening of Proposals	Punjab State e-Governance Reforms O/o of Department of Governance Reforms SCO 162-164, Sector-34A, Chandigarh-160022
12.	Cost of RFP document through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> only	INR 10,000/-
13.	Earnest Money Deposit (EMD) through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> only	INR 5,00,000/-
14.	All requisite demand drafts/PBG payable at Chandigarh in favour of  Member Secretary,  Punjab State e-Governance Society,  SCO 162-164, Sector 34-A, 160022	10% of the contract value.
15.	Office Address	Punjab State e-Governance Reforms

	(For RFP issuance, proposal submission and other relevant purposes)	O/o of Department of Governance Reforms SCO 162-164, Sector-34A, Chandigarh-160022
16.	Single Point of Contact from the Department regarding RFP	Mr. Parveen Garg, Senior System Manager Mobile : +91 98150 03210 Email: <a href="mailto:bharatnetpb@gmail.com">bharatnetpb@gmail.com</a>
17.	Website	<a href="http://www.dgrpunjab.gov.in">www.dgrpunjab.gov.in</a>

\*This document is not transferable



### **3. Invitation for Proposal (IFP)**

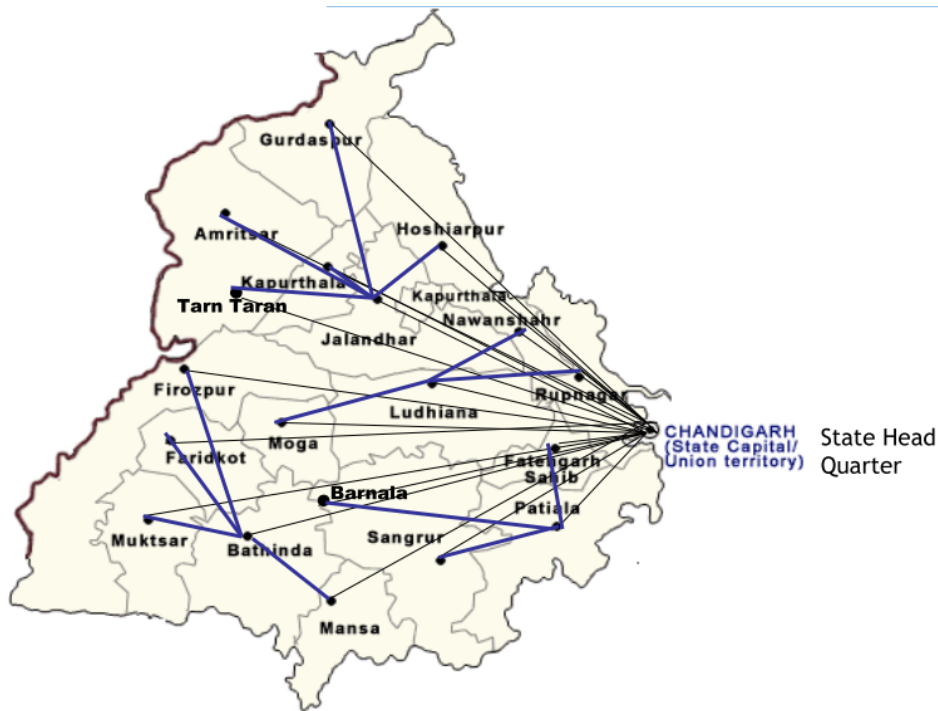
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#### **3.2 Background**

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- 3.2.1** National Optical Fiber Network (NOFN) is an ambitious initiative to trigger a broadband revolution in rural areas. NOFN was envisaged as an information super-highway through the creation of a robust middle-mile infrastructure for reaching broadband connectivity to Gram Panchayats. As NOFN is critical to release the vision of “Digital India”, an expert committee has been constituted to understand the challenges and issues in NOFN Implementation across India, The expert committee has submitted the report on NOFN and presented case for BharatNet.
- 3.2.2** BharatNet shall be a project of national importance to establish, by 2017, a highly scalable network infrastructure accessible on a non-discriminatory basis, to provide on demand, affordable broadband connectivity of 2 Mbps to 20 Mbps for all households and on demand capacity to all institutions. to realise the vision of Digital India, in partnership with States and the private sector. The committee has made specific recommendations regarding alternative models of implementation, taking into account the diversity of the country, the varying contexts, and the differing capabilities of various States in this field. The three models proposed by committee are:
- Private Sector-led Implementation Model
  - CPSU-led Implementation Model
  - State Government-led Implementation Model
- 3.2.3** Punjab has opted for State-led implementation model.
- 3.2.4** State of Punjab intends to engage Consultant for Conducting feasibility study to prepare GIS based route maps, Preparation of Detailed Project Report (DPR), Request for Proposal (RFP) , Bid Management and assisting State in establishment of Special Purpose vehicle (SPV) for Implementation of BharatNet in Punjab. Accordingly, PSEGS, Government of Punjab invites technical and financial proposals from reputed management consultancy firms of national and international repute in Management & e-Governance consulting to undertake the consultancy work.
- 3.2.5** The successful bidder will be provided services covered under this RFP for One (01) Year. The contract duration can be extended for a further period of six (06) months in case of delay in meeting timelines of deliverables of Purchaser. The extension of contract may be granted at the sole discretion of Department of Governance reforms on same terms & conditions only.

- 3.2.6** Geographical representation of Punjab State Wide Area Network : Punjab State Wide Area Network (PAWAN) is established as part of Digital India Program connecting state to district to block levels for voice, video and data traffic.



### 3.3 Invitation

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- 3.3.1** Through this Request for Proposal (RFP), Department of Governance Reforms (PSEGS) invites the bids for selection of Consultancy Agency for Design of network, Conducting feasibility study, Preparation of Detailed Project Report (DPR), Request for Proposal (RFP), Bid Management and establishment of Special Purpose Vehicle (SPV) for implementation of BharatNet in the State of Punjab as detailed in the Scope of Work in this RFP.
- 3.3.2** Only the bidder, in whose name this RFP document has been purchased, shall submit the Proposal.
- 3.3.3** PSEGS may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of the PSEGS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **4. Instructions to Bidders (ITB)**

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### **4.2 Definitions**

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

- a. "PSeGS" means Punjab State e-Governance Society.
- b. "Bidder" means firm/ company/ business entity who submits proposal in response to this Request for Proposal document.
- c. "Committee" means committee constituted for evaluation of Proposals.
- d. "CONSULTANCY AGENCY" means the firm/ company/ business entity, selected through competitive tendering in pursuance of this RFP, for providing the services under the contract.
- e. "Contract" means the Contract entered into by the parties for providing services along with the entire documentation specified in the RFP.
- f. "Department" means the Department of Governance Reforms.
- g. "State" means State of Punjab
- h. "GCC" mean General Contract Conditions.
- i. "IFP" means Invitation for Proposals.
- j. "ITB" means Instructions to Bidders.
- k. "Personnel" means professional and support staff provided by the CONSULTANCY AGENCY to perform services to execute an assignment and any part thereof.
- l. "Proposals" means proposal submitted by bidders in response to the RFP issued by the Department for selection of CONSULTANCY AGENCY.
- m. "Services" means the work to be performed by the Third Party Auditor pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
- n. "SOW" means Scope of Work for the Third Party Auditor.
- o. "INR" means currency in Indian Rupees

### **4.3 General**

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**4.3.1** While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required to maintain and manage network.

- 4.3.2** All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP
- 4.3.3** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the Department.
- 4.3.4** This RFP supersedes and replaces any previous public documentation & communications regarding the same scope of work as mentioned in this RFP, and Bidders should place no reliance on such communications.

#### **4.4 Validity of Proposals**

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- 4.4.1** All proposals shall be valid for a period of 180 Days from the date of submission of the proposals. A proposal valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, at the sole discretion of the PSEGS, the PSEGS may solicit the bidder's consent for an extension of the validity period of bid as well as EMD. Such request and responses shall be made in writing.

#### **4.5 Modification, Substitution & Withdrawal of Bids**

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- 4.5.1** Bids once submitted, cannot be withdrawn in the interval between the deadline for its submission and the expiration of the validity period as specified. Once the Bids are submitted, no modifications and/or substitutions will be allowed in them.

#### **4.6 PSEGS Right to terminate RFP/Bidding Process**

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- 4.6.1** The PSEGS reserves the right to accept or reject any proposal, and to annul this RFP/bidding process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PSEGS action. The PSEGS makes no commitment, expressed or implied that this process will result in a business transaction with anyone.

- 4.6.2** This RFP does not constitute an offer by the PSEGS. The bidder's participation in this process may result in PSEGS selecting the bidder to engage in further discussions toward execution of a contract. The commencement of such discussions does not, however, signify a commitment by the PSEGS to execute a contract.

#### **4.7 RFP Document Fees**

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- 4.7.1** The bidder may download the RFP document from the website & pay the document fee online @ INR 10000/- per document.
- 4.7.2** Proposals received without or with inadequate RFP Document fees shall be rejected.

#### **4.8 Pre Bid Meeting & Clarifications**

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- 4.8.1** All those who have obtained bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- 4.8.2** The bidders designated representatives (Maximum 3) are invited to attend the Pre-Bid meeting at their own cost.
- 4.8.3** The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to:  
Member Secretary, PSEGS  
Department of Governance Reforms,  
SCO 162-164, Sector 34-A, Chandigarh  
Email id: bharatnetpb@gmail.com
- 4.8.4** The queries should necessarily be submitted in format as per Form-1.
- 4.8.5** PSEGS 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 PSEGS.
- 4.8.6** Non-attending the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **4.9 Responses to Pre-Bid queries and issuance of corrigendum**

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- 4.9.1** The PSEGS will endeavour to provide timely response to all queries. However, PSEGS makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does PSEGS undertake to answer all the queries that have been posed by the bidders.
- 4.9.2** At any time prior to the last date for receipt of bids, PSEGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document through corrigendum.

**4.9.3** The Corrigendum (if any) & clarifications to the queries from all bidders will be posted only on the website. No Separate communication shall be sent to any prospective bidder.

**4.9.4** Any such corrigendum shall be deemed to be incorporated into this RFP.

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

#### **4.10 Clarifications and amendments of RFP**

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**4.10.1** PSEGS 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.

#### **4.11 Language of Proposal**

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**4.11.1** The proposal and all correspondence and documents shall be in English. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern. All proposals and accompanying documents received within the stipulated time will become the property of the PSEGS and will not be returned.

#### **4.12 Earnest Money Deposit (EMD)**

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**4.12.1** The bidder shall submit, along with their bids, an Earnest Money Deposit (EMD) amounting to INR 5,00,000/- (Rupees five Lacs Only).

**4.12.2** The EMD, will be submitted online on the [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in). EMD in any other form shall not be entertained.

**4.12.3** Bid without adequate EMD will be liable for rejection without providing any opportunity to the bidder concerned.

**4.12.4** The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee and signing of the contract.

**4.12.5** EMD would be refunded to all unsuccessful bidders within 10 days of award of the Project.

**4.12.6** The EMD amount will be interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

**4.12.7** The EMD may be forfeited:

**4.12.8** If a bidder withdraws its bid during the period of bid validity.

**4.12.9** In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### **4.13 Proposal Preparation Cost**

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**4.13.1** The Bidder must comply with the following instructions during preparation of Proposals:

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred for information gathering and other due diligence activities, participation in meetings, presentations, preparation of proposal and in providing additional information required by the PSEGS and in negotiating a definitive contract or all such activities related to the bid process.
- b. PSEGS will in no case be responsible or liable for all such costs, regardless of the conduct or outcome of the bidding process.

### **4.14 Documents comprising the Bid**

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**4.14.1** The Bid submitted by the Bidder shall comprise of:

- c. Pre-Qualification Proposal
- d. Technical Proposal
- e. Commercial Proposal

### **4.15 Submission of Bids/Proposals**

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**4.15.1** For participation in this tender, prospective bidders are required to register themselves at the e-tendering portal. The intending bidder will require valid Class-III digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website).

**4.15.2** For detailed information on the e-tendering website and the procedures to be followed for downloading documents, modes of payment etc., please refer to the website [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in)

**4.15.3** Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.

**4.15.4** Documents must be scanned and uploaded through e-tendering website within the period of tender submission.

- 4.15.5** Payments for document fee and processing fee are to be made online through the e-payment gateway of the portal prior to submission of bids as per details given in the bid data sheet.
- 4.15.6** Bidders are expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish necessary information as required in the RFP or submission of a bid not substantially responsive, to all the requirements of the RFP may lead to rejection of bids.
- 4.15.7** Bids and associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings must be initialled by the authorized person signing the Bid.
- 4.15.8** Bidders shall submit their bid through e-Tendering website on or before the last date and time for submission of bids as per bid data sheet. It is advised that bidders may submit their bid well in advance of the stipulated time so as to avoid last minute hiccups.
- 4.15.9** The Documents that are uploaded online on e-Tender portal will only be considered for Bid Evaluation unless Bid Evaluation Committee asked for revised document in case of any clarification sought during bid evaluation.
- 4.15.10** Bids received by email, facsimile, post or by hand shall be treated as defective, invalid and rejected. Only detailed complete Bids submitted through the portal shall be taken as valid.
- 4.15.11** Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 4.15.12** Each page of all parts should be serially numbered, in conformity with the eligibility qualifications and should be clearly indicated using an index page
- 4.15.13** The letter of authorization shall accompany the Bid and should be supported with written power of attorney
- 4.15.14** If any document is not submitted by the bidder at the time of submission of bid in support of Bidder's Eligibility Criteria, the evaluation of bids will be based on available documents in the bid and non-submission of documents will be treated as non-availability of documents. PSEGS, however, reserves its right to requisition any document at its discretion
- 4.15.15** No bidder is allowed to modify, substitute, or withdraw their bid after its submission on the portal.
- 4.15.16** The bidders are required to upload the requisite formats online.

#### **4.16 Deadline for Submission of Bids**

- 4.16.1** The last date & time for submission of Bids shall remain the same as that mentioned in this Volume of the RFP (unless otherwise revised by the PSEGS and made known to all participating Bidders through website).



**4.16.2** All Bids received after the last date & time of submission shall be summarily rejected.

**4.16.3** The PSEGS shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

**4.16.4** The PSEGS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

#### **4.17 Disqualifications**

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**4.17.1** PSEGS may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 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 document
- 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 submitted.
- l. Not submitted documents as requested in the checklist
- m. Submitted bid with lesser validity period
- n. Any non-adherence/non-compliance to applicable RFP content

#### **4.18 Deviations**

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**4.18.1** No deviations/assumptions/recommendations shall be allowed with bid. Bidders must ensure that pre-bid conference is attended by their concerned senior people so that all the doubts, clarification(s) & ambiguities regarding bid document & project are resolved well before bid submission.

**4.18.2** Any conditional bid shall be rejected.

## 4.19 Bid Opening

**4.19.1** Opening of the Bids will take place in the two stages as below:

Stage 1: Pre-Qualification & Technical Proposal

Stage 2: Commercial Proposal

**4.19.2** PSEGS will intimate date of opening of various stages of RFP through website.

## 4.20 Formats & Contents of Bids

**4.20.1** Pre-qualification Proposal: The Pre-Qualification Proposal must amply demonstrate that the Bidder fully meets all pre-qualification criteria set out in this Volume of the RFP. Accordingly, the Pre-Qualification Proposals must provide the following:

- a. A Covering Letter from the Bidder: Form-2
- b. Copy of Power of attorney/Board resolution in name of authorized signatory.
- c. General Information of the Bidder: Form-2B along with supporting documents including Form-2C.
- d. Relevant past Experience: Form-2D.
- e. Undertakings
- f. Blacklisting (Self Declaration)
- g. Breach (Self Declaration)
- h. Pre-Qualification checklist: Form-2E

**4.20.2** Pre-qualification Criteria : The pre-qualification bids envelopes of the bidders will be opened. The bidders will be assessed as per the pre-qualification criteria defined in the RFP. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals will be rejected and will not be eligible for any further processing. A pre-qualification criterion is as below:

Sr. No.	Parameter	Pre-qualification Criteria	Documents Required
1.	Legal Entity	<ol style="list-style-type: none"> <li>a. Bidder should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008</li> <li>b. Registered with the Service Tax Authorities</li> <li>c. Should have been operating for the last three years as of 31<sup>st</sup> March 2015</li> </ol>	<ol style="list-style-type: none"> <li>a. Certificate of Incorporation</li> <li>b. Valid Service Tax Registration Certificate</li> <li>c. Authentic certificate from the practising fellow member of Institute of Chartered Accountant</li> </ol>

			of India (FCA).
2.	Turnover	Average Annual Sales Turnover should be INR 200 Crores or more generated from Indian operations during the last three (3) financial years as of 31 <sup>st</sup> March 2015 as per the last published balance sheets.	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).
3.	Turnover from Consulting Services	Average Annual Sales Turnover should be INR 100 Crores or more generated from consulting services in India (other than sale and implementation of h/w, s/w and networking equipment), out of which Rs. 50 Crore should be from Government consulting services during the last three (3) financial years as of 31 <sup>st</sup> March 2015 as per the last published balance sheets.	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).
4.	Net Worth	The Net Worth of the Bidder must be positive as per the last three financial year's audited Balance Sheet as of 31 <sup>st</sup> March 2015.	Certificate from practicing Fellow Member of Institute of Chartered Accountants of India for Net worth
5.	Experience	<p>The Bidder should have:</p> <ul style="list-style-type: none"> <li>a. Minimum 3 projects involving consultancy for implementation of Telecom/WAN/GIS based networks.</li> <li>b. Out of the above 3 projects at least one completed consultancy project should involve setting up optical fiber/WAN network and one consultancy project should involve GIS mapping/planning , in a large enterprise/ Government.</li> <li>c. At least 5 projects of consulting with any Departments of State Government / Central Government or PSU/ Semi Government organizations / Quasi Governments organizations in India with total worth of Rs. 5 Crore.</li> <li>d. Projects executed within the</li> </ul>	For details of Experience of responding firm/ Project Citation supported with Work order and Proof of Project completion certificates from client

		Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed	
6.	Manpower Strength	The Bidder must have a minimum 100 number of qualified staff (at least an MBA or equivalent OR B.E./ B. Tech) on the rolls of the company, Preferably with the experience in GIS, WAN , Fiber Laying as on 31st March 2015	Certificate from HR Department of the Bidder for number of technically qualified professionals employed by the bidder
7.	Blacklisting	<p>a. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.</p> <p>b. And should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.</p>	Self-Certified letter

**4.20.3** Technical Proposal Criteria : The complete project requirements have been elaborated in this RFP. In line with this, Technical proposal should comprehensively indicate each of the following (in the order given below):

- a. Format for Technical Proposal: Form-3
- b. Approach and Methodology of the Project including:
  - c. i. Strategy for Implementation of Project (Detailed Supporting document)
  - d. ii. Operational methodology (Detailed Supporting document)
  - e. iii. Security Audit methodology (Detailed Supporting document)
  - f. iv. Methodology of associated risks / problems and plans for mitigation (Detailed Supporting document)
- g. Technical-Qualification Checklist: Form-3D

**4.20.4** Technical Evaluation Criteria: Technical Proposal will be evaluated and marks shall be awarded as per criteria mentioned below:

S. No	Criteria	Max Criteria
<b>A.</b>	Bidders Profile	25

S. No	Criteria	Max Criteria
B.	Relevant Past Experience	30
C.	Approach and methodology	20
D.	Adequacy and Quality of Resources proposed for Deployment	20
<b>Total Points</b>		<b>100</b>

**4.20.5 Detailed Breakup of Technical Marks is as below:-**

Sr. No	Criteria	Max Marks	Criteria	Marks
<b>Bidder Profile (Total Marks = 25) :</b>				
A1.	Annual turnover of the company a minimum of Rs.100 Crore should be from consulting services in India (other than sale and implementation of h/w, s/w and networking equipment) out of which Rs. 50 Crore should be from Government consulting services in India in each of the mentioned years FY12-13, FY13-14 and FY14-15	20	More than INR 200 Crore	20
			From INR More than 150 Crore to 200 Crore	16
			From INR 100 Crore to 150 Crore	12
A2.	The Bidder must have minimum 100 full time Consulting professionals (at least an MBA or equivalent OR B.E./ B. Tech) on the rolls of the company, Preferably with the experience in GIS, WAN , Fibre Laying as on 31st March 2015	5	More than 150 Nos.	5
			120 to 150 Nos.	4
			100 to 120 Nos.	3
<b>Relevant Past Experience (Total Marks = 30) :</b>				
B1.	The Bidder must have experience of minimum 3 projects involving consultancy related to setting up of optical fibre/WAN, GIS network for	15	More than 6 projects	15
			4-6 projects	12

Sr. No	Criteria	Max Marks	Criteria	Marks
	Government entities in India.		3 projects	9
B2.	The Bidder must have experience of at least three (03) projects involving consultancy related to setting up of National/State level Broadband Networks in India.	15	More than 6 projects	15
			4-6 projects	12
			3 projects	9
<p><b>Note :</b></p> <p>i. For all the above, the Completion Certificate of the projects completed in the last 3 years (as on 31/12/2015) need to be provided (issued to the responding firm by the respective customers)</p> <p>ii. The value of the projects considered in the above criterion would be based on the Purchase Order or the LOI issued to the responding firm. In absence of the supporting documents, the projects would not be considered for evaluation</p>				
<p><b>Adequacy and Quality of Resources proposed for Deployment (Total Marks = 20) :</b></p>				
D1.	<b>Project Manager</b>	<b>12</b>		
	Overall Experience in Project Management. (Minimum Essential Requirement is 5 years)	4	More than 6 years	4
			More than 5 years upto 6 years	2
	Relevant Experience in IT consultancy in e-Governance as project Team Leader. (Minimum Essential Requirement is 3 years)	2	More than 5 years	2
More than 3 years to 5 years			1	

Sr. No	Criteria	Max Marks	Criteria	Marks
	Education Qualifications – 1 (For MBA/M. Tech or BE/ B.Tech /MCA ( <i>Minimum Essential Requirement</i> ))	4	BE/ B.Tech /MCA/ M.Tech with MBA	4
			BE/ B.Tech /MCA	3
	Relevant Certification (either of PMP/Prince2)	2	More than one Certification	2
			Single Certification	1
			No Certification	0
<b>Consultant</b>	<b>8</b>			
D2.	Overall experience in consultancy (Minimum Essential educational qualification BE/ B.Tech /MCA with minimum experience is 3 years in IT audit assignments)	6	More than 4 Years	6
			More than 3 years and upto 4 years	4
	Any relevant certification	2	Any certification	2
<b>Approach and methodology (Total Marks = 20):</b>				
	<b>Solution Proposed</b>		(Average of marks given by each member of Bid Evaluation Committee)	20
A	<b>Proposed Solution</b> Requirements addressed as mentioned in different parts of the RFP and the quality of the solution		Evaluation Committee will evaluate whether all the points/ requirements mentioned in the RFP are addressed well and award points accordingly, the important parameters being:- – Methodology to feasibility study – <b>5 points</b> – Methodology to conduct	20

Sr. No	Criteria	Max Marks	Criteria	Marks
			GIS mapping – <b>5 points</b> – Methodology to coordinate with ISP and get map existing fibre footprints – <b>4 points</b> - Value addition to the entire process – <b>6 points</b>	

#### 4.20.6 Commercial Proposal Evaluation

- a. The Bidders need to ensure that all types of cost are included in commercial bid.
- b. The unit rates provided by the bidder, if any in its commercial proposal shall be used for the purpose of payment as well as for price adjustment in case of any increase/decrease/deletion of line item due to change in scope of work during tenure of project.

#### 4.21 Evaluation of Bids/ Proposals

- 4.21.1 The PSEGS will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- 4.21.2 The Bid Evaluation Committee constituted by the PSEGS shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of bid.
- 4.21.3 The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation.
- 4.21.4 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bids.
- 4.21.5 The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 4.21.6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document.
- 4.21.7 PSEGS may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.



**4.21.8** The Bid Evaluation Committee may seek clarifications from the bidders at any stage of bid. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

## **4.22 Disqualifications**

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**4.22.1** PSEGS 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);
- e. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;
- f. Submitted a proposal with price adjustment/variation provision;
- g. Not submitted in as specified in the RFP documents;
- h. Not submitted the Letter of Authorization (Power of Attorney);
- i. Suppressed any details related to bid;
- j. Submitted incomplete information, subjective, conditional offers and partial offers;
- k. Not submitted documents as requested in the checklists/RFP;
- l. Submitted bid with lesser validity period;
- m. Any non-adherence/non-compliance to applicable RFP content.

## **4.23 Evaluation of Pre-Qualification Bids**

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**4.23.1** 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.

**4.23.2** The PSEGS may ask the Bidder for additional information whenever the PSEGS feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.

**4.23.3** Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.

#### **4.24 Evaluation of Technical Bids**

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**4.24.1** Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.

**4.24.2** The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.

**4.24.3** Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.

**4.24.4** 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. Bidders who score 65% or more will qualify for the evaluation of their commercial bid.

#### **4.25 Evaluation of Commercial Bids**

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**4.25.1** For the purpose of evaluation of Commercial Proposal, the “Total Commercial Quote for Project” as provided in Commercial Proposal of this Volume of the RFP shall be taken into consideration.

**4.25.2** The financial evaluation of the commercial proposal will be by determining whether the Commercial Proposals are complete and unconditional.

**4.25.3** The cost indicated in the Commercial Proposal shall be deemed as final and reflecting the total cost of services (“Bid Price”).

**4.25.4** Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.

**4.25.5** No pre-tender or post-tender tender negotiation with any bidder including successful bidder shall be allowed.

**4.25.6** Any conditionality included in the Commercial proposal will lead to disqualification of the entire bid and forfeiture of the EMD.

**4.25.7** The Proposal with lowest ‘Total Commercial Quote for Project’ be declared as most responsive bidder (L1) and will be awarded a commercial score of 100.

**4.25.8** Commercial Scores for other technically qualified bidders will be evaluated using the following formula- Commercial Score of Bidder (CS) = (Commercial Bid of L1 / Commercial Bid of the Bidder) X100 (rounded off to 2 decimal places)

#### **4.26 Final Evaluation**

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**4.26.1** Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS).

- 4.26.2** A composite score shall be calculated for technically qualified bids only. The weightage for the composite evaluation shall be awarded as below:-
- a. Technical – 70%
  - b. Commercial – 30%
- 4.26.3** Bidder with the highest final Score (FS1) (Final Score =  $TS*0.70 + CS*0.30$ ) will be considered as successful bidder (rounded off to 2 decimal places).
- 4.26.4** In case of a tie in the final score, the bidder having highest technical score will be considered eligible for award of contract.
- 4.26.5** No pre-tender or post-tender negotiation with any bidder including successful bidder shall be allowed.

#### **4.27 Errors & Rectification**

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- 4.27.1** 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.
- 4.27.2** If there is a discrepancy between words and figures of the total price, the amount in words will prevail.
- 4.27.3** If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

Note: Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Pre-Qualification and/or Technical bids evaluation and within a day from the date of opening of commercial proposals on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.

#### **4.28 Notification and Award of Work**

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- 4.28.1** After evaluation of the proposals, a contract will be awarded to the most responsive bidder(s) and has been determined as the L1 bid as per Final Evaluation (clause no 4.26), whose proposal conforms to the RFP and is, in the opinion of the PSEGS, the most advantageous and represents the best value to the project, price and other factors considered.
- 4.28.2** Prior to expiry of the validity period, the PSEGS will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the tendering process has not been completed within the stipulated period, the PSEGS, may ask the bidders to extend the validity period of the bid.

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

#### **4.29 Performance Bank Guarantee (PBG)**

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**4.29.1** The successful bidder shall at its own expense deposit with the PSEGS, within 10 Working Days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) (as per the prescribed format provided in Form-5 of the RFP) from a Scheduled or Nationalized bank acceptable to the PSEGS, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

**4.29.2** The Service Operator will submit Performance Bank Guarantee (PBG) of INR 10% of the contract value valid for tenure of the contract + three (03) months from the date of signing of contract. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

**4.29.3** PBG shall remain valid for a period of ninety (90) days beyond the date of completion of all contractual obligations of the successful bidder.

**4.29.4** In the event of the bidder being unable to service the agreement for whatever reason, the PSEGS would have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the PSEGS under the Agreement in the matter, the proceeds of the PBG shall be payable to the PSEGS as compensation for the bidder's failure to perform/comply with its obligations under the Agreement. The PSEGS 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.

**4.29.5** Before invoking the PBG, the bidder will be given an opportunity to represent before the PSEGS. The decision of the PSEGS on the representation given by the Supplier shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator to be appointed by the PSEGS with mutual consent.

#### **4.30 Signing of Contract**

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**4.30.1** Once the PSEGS notifies the successful Bidder that its proposal has been accepted, the PSEGS shall enter into a separate Agreement, incorporating all agreements (to be discussed and agreed upon separately) between the PSEGS and the successful bidder.

**4.30.2** Failure of the successful bidder to agree with the Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and PSEGS reserve the right to take to call for new proposals from the interested bidders.

### **4.31 Fraud and Corruption**

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**4.31.1** All the Bidders must observe the highest standards of ethics during the process of selection of project CONSULTANCY AGENCY and during the performance and execution of contract.

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

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Department or its personnel in contract executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive the Department of the benefits of free and open competition.
- c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

**4.31.3** Department will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

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

**4.31.5** The Bidder will not engage or retain any CONSULTANCY AGENCY/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the contract awarded will be construed as corrupt practice.

### **4.32 Confidentiality**

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**4.32.1** Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal.

During the execution of the project except with the prior written consent of Department, the CONSULTANCY AGENCY or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

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

### **4.33 Conflict of Interest**

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**4.33.1** The CONSULTANCY AGENCYs shall provide professional, objective, and impartial advice and at all times hold the Department's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

### **4.34 Governing Laws / Jurisdiction Arbitration**

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**4.34.1** Any matter relating to appointing the Supplier or procedure for the appointment of the supplier shall be governed by the Laws of Union of India. Only Courts at Chandigarh, India (with exclusion of all other Courts) shall have jurisdiction to decide or adjudicate on any matter or dispute which may arise.

## **5. General Contract Conditions (GCC)**

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### **5.2 Application**

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**5.2.1** These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of Department shall be final and binding.

### **5.3 Relationship between the Parties**

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**5.3.1** Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between Department and the successful bidder. The successful bidder subject to this contract for selection has complete charge of its personnel in performing the services under the project from time to time. The CONSULTANCY AGENCY shall be fully responsible for the services performed by it or any of its personnel on behalf of the CONSULTANCY AGENCY hereunder.

### **5.4 Standards of Performance**

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**5.4.1** The successful bidder shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The successful bidder shall always act in respect of any matter relating to this contract as faithful advisor to the Department. The successful bidder shall always support and safeguard the legitimate interests of the Department, in any dealings with the third party. The successful bidder shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The successful bidder shall conform to the standards laid down in the RFP in totality.

## **5.5 Project Personnel**

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**5.5.1** Bidders shall deploy Manpower as required and proposed in bid.

**5.5.2** The successful bidder shall deploy and provide such qualified and experienced personnel as may be required to perform the services and maintain SLA under the project. It is desirable from the successful bidder to deploy the domain/ subject specialists, from time to time, who have adequate experience in the domain related with the project, if required.

**5.5.3** Each member of the team must be a full time employee of the bidder.

**5.5.4** The team shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement and a declaration for the same to be provided.

**5.5.5** In addition to the minimum manpower & manpower profiles asked for, successful bidder may take any kind of specialized/ expert advice/resources, at his own cost, during the currency of the project to meet the project deliverable/ Timelines.

## **5.6 Outsourcing**

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**5.6.1** Successful bidder can outsource work related to the GIS mapping or the part thereof to any other associated/franchisee/third party with prior approval from PSEGS. Other than GIS mapping any other work related to project or the part shall not be outsourced. If it so happens, then Department will impose penalty and may also lead to termination of contract along with forfeiture of PBG. The bidder shall take prior approval from PSEGS from any outsourcing work.

## **5.7 Applicable Law**

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**5.7.1** Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

## **5.8 Intellectual Property Rights**

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**5.8.1** No services covered under the Contract shall be sold or disposed by the CONSULTANCY AGENCY in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The CONSULTANCY AGENCY shall indemnify Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the CONSULTANCY AGENCY, Department shall be defended in the defence of such proceedings.

## **5.9 Governing Language**

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**5.9.1** The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

## **5.10 Service Level Agreement (SLA)**

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**5.10.1** Indicators which will be considered by the Department in the Service Level Agreement with successful bidder. The successful bidder has to comply with all Service Level Agreements (SLAs) Defined below to ensure adherence to project timelines, quality and availability of services. Noncompliance with the SLA attracts penalty.

**5.10.2** Penalties shall not be levied on the successful bidder in the event of force Majeure affecting the SLA which is beyond the control of the successful bidder.

**5.10.3** The following is the table providing SLA for the project:

S.No	Milestone	Timeline
1.	Contract Signing	Two weeks from the issuance of LOI (T0)
2.	Submission of PBG as Performance Security by the successful bidder and completion of contract signing formalities with Department.	T0 + 2 weeks
3.	Placement of team in the State after fulfilment of due process of selection.	T0 + 4 weeks
4.	Scope Charter of Punjab BharatNet Project.	T0 + 8 weeks
5.	AS-IS study report.	T0 + 14 weeks
6.	Business Model proposal	T0 + 10 weeks



6.	Technology Model	T0 + 24 weeks
7.	Detailed Project Report.	T0 + 40 weeks
8.	Preparation of RFP.	T0 + 48 weeks

**5.10.4** Any type of report submitted as per milestone of the project may subject to two revisions as per inputs provided by PSeGS without any additional charges.

## 5.11 Penalty

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### 5.11.1 Project Execution Timelines

Sr. No.	Activity	Timeline	Responsibility	Penalty beyond timeline
1	Issue of Work Order to the successful bidder	T0	Department	
2	Submission of PBG as Performance Security by the successful bidder and completion of contract signing formalities with Department	T0 + 2 Weeks	Successful bidder	INR 50,00 per day
3	Placement of team in the State after fulfilment of due process of selection	T0 + 4 Weeks	Successful bidder	i. INR 5,000 per day for Project Manager Consultant.

**5.11.2 Deliverable Timelines :** CONSULTANCY AGENCY need to adhere the deliverable timelines as specified in contract / any related document failing which penalties shall be levied as below:

Sr. No.	Activity	Timeline	Responsibility	Penalty beyond timeline
1.	Delay in deliverables	as per Scope of	CONSULTANCY AGENCY	i. INR 5000 per day upto 7 days ii. 1% of the total

		work		<p>contract value for delay more than 7 days upto 21 days</p> <p>iii. 2% of the total contract value for delay more than 21 days.</p>
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**Note:** If the delay in any of above deliverable is beyond 10 weeks then Department reserves the right to terminate the Contract and forfeit the PBG. Further, Department shall be free to get the work done from some other source at the risk and costs of the CONSULTANCY AGENCY. The CONSULTANCY AGENCY may be debarred for applying in future project consultancy assignments in the state.

**5.11.3 Manpower deployment:**

Sr.No.	Parameter	SLA	Penalty
1	Attendance  (i.e. absenteeism of resource without any replacement)	Attendance less than 80%	INR 20000/-
2	Substitution of resources from those whose CVs Provided during the technical evaluation	No substitution of those resources will be allowed whose CVs have been provided along with the technical bid for the period T0 + 180 days ( i.e. 180 days of commencement of Project).	A Penalty of INR 10,000 per substitution of resources of those who's CVs have been provided along with the technical bid will be applicable.
4	Replacement of resources	Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply.	<p><b>(a) Project Manager</b></p> <p>I. 1st – 3rd replacement – INR 20000 per replacement</p> <p>II. &gt;= 4th INR 40000 per replacement</p>

**5.11.4** Any replaced / substituted must qualify the RFP criteria and shall be approved/evaluated by the Department. The required documents for evaluation must be provided to the Department as per standard format of technical bid. Department may ask for extra documentation for support wherever required.

**5.11.5** All above penalties shall be levied on the successful bidder for any failure happened on CONSULTANCY AGENCY part in any of the agreed Timelines/ SLAs/ Terms & Condition. However, in any case, the total penalty value shall not be greater than 10% of the total contract value.

## **5.12 Payment Schedule**

**5.12.1** The total cost of the Services payable is set forth as per the bidder's proposal to PSEGS.

**5.12.2** Payments under this Contract shall not exceed the amount specified in Commercial bid.

**5.12.3** The payment shall be released as per the work related milestones achieved and as per the specified percentage as below:

S.No	Milestone	Payment to be released up on completion of activity. (as per the bid value quoted)
1.	Contract Signing	NIL
2.	Submission of Scope Charter of Punjab BharatNet Project.	5%
3.	Submission of AS-IS study report.	10%
4.	Submission of Business Model proposal	10%
6.	Submission of Technology Model	10%
7.	Submission of Detailed Project Report.	30%
8.	Approval from GOI for DPR	10%
8.	Submission of RFP.	15%
9.	Appointment of SI.	10%

**5.12.4** The payment to the selected bidder shall be processed on quarterly basis at the end of each quarter on submission of report and fulfilment of other contractual

obligations upon submission of the invoice along with respective deliverable and all other supporting documents/proofs.

**5.12.5** Department will release the payment within 45 days of submission of Invoice subject to necessary approval of invoice by the Department after proper verification of the invoice and all supporting documents.

**5.12.6** Payment shall be made through account payee cheques only after statutory deductions as applicable.

### **5.13 Taxes and Duties**

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**5.13.1** All taxes, duties and any statutory levies etc. payable by the successful bidder during the contract tenure shall be the sole responsibility of the CONSULTANCY AGENCY.

**5.13.2** All taxes, duties and statutory levies payable to the successful bidder shall be paid as per prevailing rates.

### **5.14 Termination of Contract**

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**5.14.1** Following reasons shall lead to the termination of contract:

- a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period
- b. The term of Contract expires
- c. Termination of Contract by the Department due to non-adherence of contract/RFP terms and conditions

### **5.15 Termination for Insolvency, Dissolution**

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**5.15.1** Department may at any time terminate the Contract by giving written notice to the CONSULTANCY AGENCY, if the CONSULTANCY AGENCY becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the CONSULTANCY AGENCY, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Department.

### **5.16 Termination for Convenience**

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**5.16.1** Department reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Department's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **5.17 Force Majeure**

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- 5.17.1** The CONSULTANCY AGENCY shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 5.17.2** For purposes of this clause, “Force Majeure” means an event beyond the control of the CONSULTANCY AGENCY and not involving the CONSULTANCY AGENCY’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Department in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 5.17.3** If a Force Majeure situation arises, the CONSULTANCY AGENCY shall promptly notify Department in writing of such condition and the cause thereof. Unless otherwise directed by Department in writing, the CONSULTANCY AGENCY 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.

## **5.18 Resolution of Disputes**

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- 5.18.1** If any dispute arises between parties, then these would be resolved in following ways:
- a. Amicable Settlement : Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
  - b. Arbitration : “Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act,

1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Chandigarh, India.”

## **5.19 Legal Jurisdiction**

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**5.19.1** All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

## **5.20 Indemnity**

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**5.20.1** Subject to Clause 4.17.2 below, CONSULTANCY AGENCY (the "Indemnifying Party") undertakes to indemnify Department (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

**5.20.2** The indemnities set out in Clause 4.17.1 shall be subject to the following conditions:

- a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim

- including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - e. all settlements of claims subject to indemnification under this Clause will:
    - be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;*
  - f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
  - g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
  - h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
  - i. if a Party makes a claim under the indemnity set out under Clause 4.17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## **5.21 Liability**

**5.21.1** The liability of CONSULTANCY AGENCY (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this

Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The liability cap given under this Clause 4.18.1 shall not be applicable to the indemnification obligations set out in Clause 4.17.

**5.21.2** In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

**5.21.3** The allocations of liability in this clause 4.18 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.



## **6. BharatNet Project Details**

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### **6.2 Background**

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- 6.2.1** BharatNet is a project of national importance to establish, by 2017, a highly scalable network infrastructure accessible on a non-discriminatory basis, to provide on demand, affordable broadband connectivity of 2 Mbps to 20 Mbps for all households and on demand capacity to all institutions. to realise the vision of Digital India, in partnership with States and the private sector.
- 6.2.2** The Punjab Bharatnet project involves taking optical fiber connectivity to villages and extending broadband to every home in the State of Punjab. Punjab plans to rollout BharatNet by March 2017 under State Government-led Implementation Model. As on March 2015, 500 out of 13000(aprox.) Gram Panchayats connected under NOFN in Punjab.
- 6.2.3** State of Punjab plans to engage a Consultancy Agency for conducting feasibility study to prepare GIS based route maps, Preparation of Detailed Project Report (DPR) and Request for Proposal (RFP) , Bid Management and assisting State in establishment of Special Purpose vehicle (SPV) for Implementation of BharatNet in Punjab.
- 6.2.4** Consultants are expected to hold wider consultations with expert committee members, leading states in implementation, BBNL, CPSUs. State Government Departments as part of the feasibility study.

### **6.3 Scope of work**

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#### **6.3.1 Develop the Vision & Scope Charter of Punjab BharatNet Project:**

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- a. The CONSULTANCY AGENCY shall conduct in-depth study of the National Optical fiber Network (NOFN) including the scope and its implementation status in Punjab in consultation with BBNL.
- b. The CONSULTANCY AGENCY should develop and define the scope charter of the BharatNet Project in terms of the geographical coverage, target user groups, network capabilities, estimated bandwidth requirements of GOI and GOP and State agencies, content provisioning, network usage model with the basic intent to establish a significantly independent network that is not constrained by the technological, geographical or organizational constraints of any existing networks or services.
- c. The Scope Charter shall include provision of on demand availability of 100 Mbps to

1 Gbps connection to every business that wants to accelerate their business using the internet and e-Commerce.

- d. The scope charter shall include but no limited to:
  - i. Scope of the project in terms of its geographical coverage, target user group, network capabilities, estimated bandwidth requirements of GOI and GOP and State agencies, content provisioning and network usage.
  - ii. Stakeholders in the project
  - iii. Assumptions and Risks.

### **6.3.2 Conduct AS-IS study of the existing Broadband infrastructure in Punjab:**

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- a. The CONSULTANCY AGENCY shall study and evaluate the existing Broadband infrastructure in Punjab including both Government and Private Sectors to identify Fibre availability, Network Hubs, Redundancy etc. for providing connectivity up to village level.
- b. The CONSULTANCY AGENCY shall also interact with relevant stakeholders including various departments of Government of Punjab and GoI involved in the project (Roads & Building, BSNL, Electricity, Panchayati Raj, Revenue and other allied departments of Government of Punjab and DoT, BBNL, BSNL and PGCIL involved directly/indirectly in the exercise).
- c. The CONSULTANCY AGENCY shall interact with key internet service providers / Telecom Service providers operating in Punjab to analyse the existing fibre foot print, internet penetration and mobile penetration.
- d. The AS-IS study report shall include but not limited to:
  - i. Fibre availability map of existing Broadband infrastructure in Punjab including both Government and Private Sectors.
  - ii. POP location of existing Broadband infrastructure in Punjab including both Government and Private Sectors.
  - iii. Gram Panchayat details with address.
  - iv. Existing NoFN layout implemented in State of Punjab.

### **6.3.3 Design the Technology Model for the BharatNet Project :**

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- a. The CONSULTANCY AGENCY shall be responsible for designing the Technology, Architecture, Topology and Network elements. The CONSULTANCY AGENCY shall be required to undertake the GIS based survey to design the network topology. The study may be conducted with the help of publicly available tools such as Google Maps etc. However, accuracy of the data & GIS Based route maps is the responsibility of CONSULTANCY AGENCY.
- b. The CONSULTANCY AGENCY shall design the technology model based on the best practices and shall consider minimum requirement of the state as below. It may be

noted that the above is only an indicative statement of the technology. The CONSULTANCY AGENCY should conduct a global best practice survey and suggest a state-of-the-art network, duly exploring the latest concepts such as Content Delivery Networks.

- i. BharatNet Network shall have minimum 96/48 cores OFC, Linear/Redundant up to Village/Habitation Level, Multi Ring Topology, IPV6 ready from Day 1, Scalable and pure IP-Ethernet technology.
  - ii. Central management of network to measure quality of service and service level agreements.
  - iii. The design shall ensure sufficient Bandwidth for Gram Panchayats as per demand estimates with minimum 10 to 20 Mbps connectivity to each Home and 100Mbps to 1Gbps on demand for businesses.
- c. The Technology model proposal shall include:
- i. GIS survey.
  - ii. Design proposals outlining approaches/options and related costs for the establishment of an Network Operations Centre;
  - iii. Requirements study for setting up of the multi-layer Physical Security infrastructure like bio-metric based access-control system for operations and management of NOC.
  - iv. Hardware & Software requirements and functional requirements of Network Monitoring System for the proposed project.
  - v. SLA monitoring system.
  - vi. The design of OFC Network in all aspects covering Hardware Requirements, Software Requirements, Security, Standards etc. Establish connectivity models, ICT components required, prepare cost estimates of all components in detail, business plan for implementation of the project.

#### **6.3.4 Design the Business Model for the BharatNet Project:**

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- a. The consultant should design a comprehensive business model for the project in consultation with SPV. The business model shall include but not limited to:
  - i. A 10-year projection of the demand for bandwidth and network services, content and transactional services.
  - ii. The Value Proposition for the Project for various stakeholders.
  - iii. The target tariff structures.
  - iv. Identifying the streams of revenue.
  - v. A break-even analysis.
  - vi. Identifying the need for budgetary support, both in the form of CapEx and OpEx.

### **6.3.5 Design the Implementation Strategy & Plan:**

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- a. Preparation of comprehensive Detailed Project Report and RFP for implementation of Punjab BharatNet project.
- b. Defining the procurement strategies, model RFPs, assisting in evaluation of bids received, preparation of draft contract agreements for establishment of proposed fiber network–infrastructure required for the construction, operations, monitoring and maintenance of the project.
- c. Support the Government Punjab in securing the approval of GoI and the financial institutions as may be required to commence work on the project.
- d. Options for procurement of technology components and their relationships to applications.
- e. Creation of an implementation schedule in the form of a Gantt Chart;
- f. Identifying the coordination requirements, and suggesting structures and processes for the same.

### **6.3.6 Structuring of Punjab SPV and supporting Government of Punjab in its establishment:**

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- a. Assist the Government of Punjab for the registration of Punjab SPV as a public company under Companies Act 2013.
- b. Assist to understand all the required licenses as per requirements/objectives of Government and assist in obtaining the required licenses for establishment SPV and for providing various Services using OFC Network.
- c. Define the Organization Structure of the proposed Punjab SPV (Divisions, Sub-Divisions etc.), employee levels across the organization, roles and responsibilities of the various Executive and Non-Executive staff.
- d. Formulate the Academic Qualifications, Professional Qualifications/Certifications and Experience Requirements for the Technical and Managerial Staff of proposed corporation and assist in recruitment process.
- e. Indicate at a High-level, the Operational Principles for the SPV.
- f. Defining capacity building plan and monitor Capacity Building for the staff and identified department officials.
- g. To define MIS Systems for implementation and monitoring of the project and various divisions of the proposed organization.
- h. Supporting Government of Punjab to recruit the Members of SPV.
- i. Helping the SPV to recruit core staff for commencing its operations.

### **6.3.7 Preparation of Detailed Project Report:**

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- a. The CONSULTANCY AGENCY shall prepare a detailed project report covering all aspects of study and its implementation in State of Punjab.

- b. The CONSULTANCY AGENCY shall follow up with GOI and other stakeholders of the project to get approval on DPR.

#### **6.3.8 Preparation of RFP:**

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- a. Preparation of BoMs and BoQs as applicable to all the major components of Punjab BharatNet Project.

#### **6.3.9 Bid Management**

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- c. The CONSULTANCY AGENCY shall perform all the activities related to Bid management till award of contract for the selection of System Integrator for BharatNet Project.

## **7. Roles & Responsibilities**

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### **7.2 Other Roles & Responsibilities of the CONSULTANCY AGENCY (apart from mentioned in earlier part of RFP)**

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- 7.2.1** CONSULTANCY AGENCY will work in close coordination with the PSEGS for this project.
- 7.2.2** CONSULTANCY AGENCY will carry out the activities as per agreement and submit all the mentioned deliverables within the stipulated time-frame.
- 7.2.3** CONSULTANCY AGENCY will ensure that the time lines will be adhered to. If there are any perceived slippages on the timelines, CONSULTANCY AGENCY would deploy additional manpower, free of any additional charges.
- 7.2.4** CONSULTANCY AGENCY will make the best effort to ensure that the quality of deliverables meets the expectations.
- 7.2.5** The CONSULTANCY AGENCY would get the relevant sections of deliverables and the As-Is process, duly verified/ validated from the concerned PSEGS official.
- 7.2.6** The deliverables will be accepted only if they confirm to the specifications as laid down in this scope of work. Deliverables of the CONSULTANCY AGENCY will be considered to have been formally accepted only after the PSEGS communicates so in writing. Any queries regarding the deliverables will have to be answered by the CONSULTANCY AGENCY within 10 working days.
- 7.2.7** The CONSULTANCY AGENCY will share all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products, methodology or any other methods used by the CONSULTANCY AGENCY should be deemed as proprietary and non-shareable.
- 7.2.8** CONSULTANCY AGENCY shall organize weekly/fortnightly review meetings to review functionality issues and progress of work as per pre-defined schedule. The frequency of meetings will be intimated by the CONSULTANCY AGENCY in consideration of

requirements in the interest of the project. CONSULTANCY AGENCY would prepare the minutes of the review meetings mentioning the issues discussed, decisions taken on them and appropriate level at which these required to be resolved.

- 7.2.9** CONSULTANCY AGENCY shall organize quarterly meeting with higher management to review the working and progress of CONSULTANCY AGENCY activities. The higher management shall be the person responsible for managing the delivery for the region.
- 7.2.10** CONSULTANCY AGENCY shall submit hardcopies and softcopies of all the deliverables to the Department.
- 7.2.11** CONSULTANCY AGENCY shall submit separate invoices and required documents/reports etc for PAWAN project and IFMS/IWDMS project.
- 7.2.12** CONSULTANCY AGENCY shall not combine any kind of communication for both the projects.

### **7.3 Roles & Responsibilities of the PSEGS:**

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- 7.3.1** Award of Contract to the successful bidder.
- 7.3.2** To provide understanding of AS-IS processes to the CONSULTANCY AGENCY.
- 7.3.3** Transparently define aspirations/expectations of the system which is planned to be implemented.
- 7.3.4** To provide close tieups with the stakeholders in the project, to provide commitment and support, help to bring-in the process changes and overall guidance to the project.
- 7.3.5** Providing sign-offs for the deliverables.
- 7.3.6** Ordinarily, PSEGS will ensure that the deliverable is accepted within 2 weeks of date of submission. However, considering the government procedures, more time may be required for accepting the deliverables. In any case, such periods of delay would not count towards levying of penalty.
- 7.3.7** Release payments subject to bills/ invoice and supporting documents being in order.
- 7.3.8** Overall support to CONSULTANCY AGENCY during the during the project tenure.

### **8. Proposal Formats**

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- 8.2.1** Following are the proposal formats to be used by the bidders for submitting their Proposals for selection as CONSULTANCY AGENCY under the RFP:

<b>Sr. No.</b>	<b>Form</b>	<b>Description</b>
<b>1.</b>	Form-1	Format for Submission of queries

2.	Form-2	Format for Pre-Qualification Proposal
3.	Form-2B	Format for furnishing General Information
4.	Form-2C	Format for providing turn-over, profit details
5.	Form-2D	Format for furnishing details regarding relevant past experience
6.	Form-2E	Pre-Qualification Checklist
7.	Form-3	Format for Technical Proposal
8.	Form-3B	Format for undertaking to comply with technical requirement specifications
9.	Form-3C	Format for Risk Assessment and its mitigation plan
10.	Form-3D	Technical Proposal Checklist
11.	Form-3E	Adequacy and Quality of Resources proposed for Deployment
12.	Form-3F	Approach and Methodology
13.	Form-4	Format for Commercial Proposal
14.	Form-5	Format for Performance Bank Guarantee

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

**8.3Form-1: Format for Submission of queries**

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S.No.	RFP Document Reference(s) (Section & Page Numbed(s))	Content of RFP requiring Clarification(s)	Points of clarification



## **8.4 Form-2: Format for Pre-Qualification Proposal**

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(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

The Member Secretary,  
Punjab State e-Governance Society (PSEGS)  
Department of Governance Reforms,  
SCO 162-164, Sector-34A,  
Chandigarh

Ref: Request for Proposal: (RFP No: \_\_\_\_\_ )

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 the PSEGS 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 PSEGS, as per the details specified in the RFP documents for due performance of the Agreement.
5. We agree to the unconditional acceptance of all the terms and conditions set out in the RFP documents.
6. 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.



### **10.5 Form-2B: Format for furnishing General Information**

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(To be filled offline, signed, stamped and uploaded)

**Bid Reference No. :**

[Bidders are required to provide details as per following format. The information will be used to check conformance of bidders to the Pre-qualification criteria. Bidder must submit requisite supporting proof as mentioned under the “Reference Documents” column and the reference page number of the supporting proof document must be entered in the “Page No.” column. In case bidders desire to add more citations about IT/ E-Governance Project experiences, these may be appended at last in the format. However, number of such citations should be restricted to a maximum of 5 citations as only the first 5 citations may be considered for the pre- qualification evaluation]

Sr.No.	Particulars	Reference Documents	Page Number
1.	Name of Bidder		
2.	Contact Details		
	a) Address		
	b) Telephone		
	c) Fax		
	d) Email		
	e) Website		
3	Incorporation Details	Certified copy of incorporation	
	a) Incorporation Number		
	b) Date of Incorporation		
	c) Authority		
4	Service Tax Registration Details	Certified copy of valid service tax registration in India	
	a) Service Tax No		
	b) Date		
	c) Registration		
5	Operating Detail	Authentic certificate from the practicing member of Institute of Chartered Accountant of India	
6	Sale Turnover	Extracts from the audited balance sheet and profit & loss along with authentic certificate as per format	
	a) 2012-13		
	b) 2013-14		

	c) 2014-15 Average	Form-2C from the practicing member of Institute of Chartered Accountant of India	
7.	Profit Making entity a) 2012-13 b) 2013-14 c) 2014-15	Certificate from practicing member of Institute of Chartered Accountant of India as per format Form-2C	
8	Net worth a) 2012-13 b) 2013-14 c) 2014-15 d) Project Name and brief scope e) Start Date f) End Date g) Duration h) Order Value	Certificate from practicing member of Institute of Chartered Accountants of India	
9.	Relevant Project Experience		
	Project No X. <b><i>(Bidder needs to add rows for all the projects mentioned on the bid)</i></b> a) Name of Client b) Address c) Contact person (Name and Contact no of client) d) Project Name and brief Scope e) Start date f) End Date g) Duration h) Order Value	a. for details of experience of responding firm/project citation supported with work order / client certificate. The copy of work order shall clearly mention the scope of work. CA certificate certifying the value of work order shall be provided along with each project.  b. while providing the description of the project bidder need to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.	
10.	Manpower (No. of professionals) a) Total deployed on Projects (On Roll +	Certificate from HR department of the bidder	

	Contractual + outsourced)\ b) On-Roll		
11.	Blacklisting	Self-certified letter that Bidders must not have been declared ineligible or blacklisted by any entity of Govt. of India / Govt. of Punjab / other State Govt. / Govt. Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason.	
12.	Breach of Contract	Self-certified letter that Bidders must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies during the past 3 years as on bid submission date.	
13.	Name of Authorized Signatory a) Position b) Telephone c) Fax d) Mobile e) Email:	Power of attorney/Board resolution in name of authorized signatory, duly authorizing the person signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder.	

**Signature.....In**

**the capacity of.....**

**Duly authorized to sign Proposal for**

**And on behalf of.....**

**Date.....**

**Place.....**

### 8.5 Form-2C: Format for providing turn-over, profit details

(To be filled offline, signed, stamped and uploaded)

- a) The bidder will furnish information related to turnover and profit details as per table below about Bidder's operations as per the format given below. Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practicing member of Institute of Chartered Accountant of India.

Financial Details (as per audited Balance Sheet and Profit and Loss Account)												
Sr. No.	Name of Bidder	Turnover and Profit of the Bidder (Rs. in Cr.)										
		FY 2012-2013			FY 2013-2014			FY 2014-2015			Average of last 3 FYs	
		Turnover	Profit (before tax)		Turnover	Profit (before tax)		Turnover	Profit (before tax)		Turnover	Profit (before tax)

## 8.6 Form-2D: Format for furnishing details regarding relevant past experience

(To be filled offline, signed, stamped and uploaded)

- a) The bidder will furnish the details of experience required for each of the assignment of the Bidder as per the format given below. Scanned signed copies of Work Orders, Contract Copies and Client Certificates that furnish the required information for all the projects must be provided.
- b) While providing the description of the projects, Bidders need to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.

Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexures, if required)
1.	Name of the Assignment	
2.	Name of Bidder who executed the project	
3.	Department / Agency for which executed (Client)	
4.	Name & contact detail of reference person for the above department/ agency (Client)	
5.	Total cost of Project (in Crores)	
6.	Total cost of the services provided	



Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexures, if required)
	by the respondent (in Crores)	
7.	Cost for Hardware Supply & maintenance services (in Crores)	
8.	Cost for Turn-key services (in Crores)	
9.	Copy of work order/contract agreement enclosed for the reference (Yes/No)	
10.	Assignment Start (Month & Year)	
11.	Assignment End (Month & Year)	
12.	Location	
13.	Number of manpower Deployed	
14.	Geographical coverage (No. of Locations)	
15.	Relevant Scope of the Assignment including core technology components & tools deployed, security architecture (Provide annexure if required)	
16.	Outcomes/Deliverables of the	

	Project	
17.	Detailed description of the impact and benefits of the project and sustainability of the project	

**8.7 Form-2E: Pre-Qualification Checklist**

S. No.	Eligibility Criteria	Documents to be submitted	Documents attached	Reference / Page no.
1.	RFP Document Fee	Demand Draft / Cash Receipt/Online receipt (as the case may be)		
2.	EMD	As per e-tendering process		
3.	Bid Covering Letter	As per <a href="#">Form-2</a>		
4.	General Information of the Bidder	As per Form-2B and Form-2C		
5.	Relevant Past Experience	As per Form-2D		
6.	Blacklisting	Self-Certified letter		
7.	Breach of Contract	Self-Certified letter		
8.	Power Of Attorney	Copy of Power of attorney/ Board resolution in name of authorized signatory		



## 8.9 Form-3B: Format for undertaking to comply with technical requirement specifications

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(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

### The Member Secretary

Punjab State e-Governance Society (PSEGS)

Department of Governance Reforms, SCO 162-164,

Sector 34-A, Chandigarh

**Ref: Request for Proposal: CONSULTANCY AGENCY (RFP No: \_\_\_\_\_ )**

Dear Sir/Madam

In response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for quoting against the RFP as a \_\_\_\_\_ of M/s \_\_\_\_\_, I/ We hereby declare that our Company \_\_\_\_\_ confirm to meet with all the technical requirement and scope of work for proposed project as specified in this RFP. We also confirm to provide any additional services in the system not specifically mentioned in RFP **but which will be agreed during Project Study.**

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2015

(Signature)

(In the capacity of)

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

(Name and Address of Company)

(Seal/Stamp of bidder)

**8.10 Form-3C: Format for Risk Assessment and its mitigation Plan**

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<b>Project Risk Assessment &amp; Mitigation Plan</b>		
<b>S. No.</b>	<b>Risks associated with the Project</b>	<b>Mitigation Plan</b>

### 8.11 Form-3D: Technical Proposal Checklist

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

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Strategy for Implementation of Project	Certificate Document/ Note Covering all requirements as Mentioned	Yes/No	
2.	Operational methodology	Document/ Note covering all requirements as mentioned	Yes/No	
3.	Plan for meeting the SLA norms	Document/ Note covering all requirements as mentioned	Yes/No	
4.	Highlight the associated risks / problems and plans for mitigation	Form-3C	Yes/No	
5.	Quality Assurance Plan of Manpower, Service Delivery etc.	Document/Note Covering all requirements as mentioned	Yes/No	
10.	Declaration with Requirement of RFP equirements	Form-3	Yes/No	

11.	Undertaking to comply with Technical requirement specification	Form-3B	Yes/No	
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## 8.12 Form-3E: Adequacy and Quality of Resources proposed for Deployment

Bidders are required to provide the profiles of Recourses mentioned in Technical Evaluation.

1. Senior Consultant.
2. Consultant.

as per format given below. Use separate sheet for each citation. Each citation should be signed by the respective staff themselves or by authorized signatory

### Compliance sheet:

Sr.No.	Resource Category	Name	Resume Provided (Y/N)	Ref & Page No
1.				
2.				
3.				

### Resume Specimen. :

Name:		Photograph
Age & Date of Birth:		
Present Designation:		
Nationality:		
Languages Known:		

Educational Qualification(s)	
Name Of the Institute	
Relevant Professional Qualification along with name of the Institute	
Certification(s) along with name of the Issuing agency/ Institute	
Membership of any relevant organization/ associations	
Relevant Training(s) undertaken	
Total experience (No of Years)	
Experience as Team Leader/ Project Manager	
Relevant experience (No of Years)	
No. of years with the Bidder	
Employment Record (starting from present	

employment & designation and in reverse order with details of Dates, roles & responsibilities, achievements etc.)		
Proposed position for this project		
Past Relevant Projects experience relevant to this project detail:- (Provide all the projects as per Technical Evaluation Criteria)		
Name of Project		
Duration: From:	To:	Position Held:
Client Name & Address		
Main Project Features		
Responsibility		

I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

**Signature**

**Full Name**

**In the capacity of**

**Duly authorised to sign Bid for and on behalf of**

**Date.....**

**Place.....**

[\*: Strike off whichever is not applicable]

### 8.13 Form-3F: Approach & Methodology

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Based on the broad areas of work outlined in the RFP and bidder's own experiences, bidders are required to provide details in the form of Power-point Presentation

Sr. No.	Understanding the objectives of the assignment	Approximate time for presentation (In Minutes)
1.	I. Proposed Solution II. Understanding of Project along with Proposed Approach and methodology III. Information Security Plan IV. Training & Help Desk support	25

Assessment to be based on a note covering all requirements as mentioned in Presentation & Information submitted by Bidder before the Committee

**Signature**

**Full Name**

**In the capacity of**

**Duly authorised to sign Bid for and on behalf of**

**Date.....**

**Place.....**

[\*: Strike off whichever is not applicable]

## 8.14 Form 4: Commercial Bid Format-Summary of Costs

Bid Reference No. :

### A. Commercial Bid:

Sr. No	Particulars	Total Cost (INR)	Taxes (INR)	Total Cost per annum
		A	B	C= A + B
A1	CONSULTANCY AGENCY services cost for Project			
	Total Commercial Bid Value for one (01) years (in words):			

### b. Unit cost

Sr. No	Particulars	Total Cost (INR)	Taxes (INR)	Total Cost per annum
		A	B	C= A + B
D1.	Project Manager cost per annum (INR):			
D2.	Consultant cost per annum (INR):			

\* above unit prices as per table D is for reference purpose and will not be used in commercial bid evaluation.

### **Note:**

1. Final evaluation shall be done on the basis of Final Total Commercial Bid Value.
2. Figures mentioned in financial proposal should match with the below mentioned details of financial bid i.e. sub-total under the detail of Financial bid in the below mentioned sections should be in agreement with the above financial Proposal summary.
3. Total cost quoted above is an all-inclusive figure i.e. out-of pocket, Installation & commissioning, expenses, traveling, boarding, lodging and other operating cost etc.
4. No cost other than quoted above shall be claimed & paid separately.
5. Commercial evaluation shall be done on Final Total Commercial bid value
6. The rates of manpower shall also be referred for calculation of any contract extension or penalty imposition during contractual period, if needed. Quoted rates shall be used on pro-rata basis.

7. *The Item(s) quantities mentioned above may be changed during the duration of contract.  
However, the payment shall be made on actual basis.*
8. *All cost should be in Indian National Rupees.*

**Signature**

**Full Name**  
**In the capacity of**  
**Duly authorised to sign Bid for and on behalf of**

**Date.....**

**Place.....**

[\*: Strike off whichever is not applicable]

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**8.15 Form-5: Format for Performance Bank Guarantee (PBG)**

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UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Issuer of Bank Guarantee: \_\_\_\_\_ (Name of the Bank)

\_\_\_\_\_

\_\_\_\_\_

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

*Punjab State e-Governance Department (PSEGS), Department of Governance Reforms, SCO  
162-164, Sector:34-A, Chandigarh*

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

In pursuance of clause 5.4 of the Volume II of the Request for Proposal Document dated \_\_\_\_ (hereinafter referred to as the "RFP" inclusive of Agreement) for "Selection of Third Party Operator for Punjab State Wide Area Network (PAWAN) and IFMS/IWDMS" (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and the PSEGS and is not dependent upon execution or performance of any Agreement between \_\_\_\_\_ and \_\_\_\_\_ (name of the Supplier).

Operative part of the Bank Guarantee:

1. At the request of the \_\_\_\_ (name & address of the bidder), we \_\_\_\_\_, \_\_\_\_\_ (name and address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the PSEGS i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs- \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), such sum being payable by us to the PSEGS immediately upon receipt of first written demand from the PSEGS.
2. We unconditionally and irrevocably undertake to pay to the PSEGS on an immediate basis, upon receipt of first written demand from the PSEGS and without any cavil or argument or delaying tactics or reference by us to the Supplier and without any need for the PSEGS to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Supplier to repay the amount of \_\_\_\_\_ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
3. We hereby waive the necessity of the PSEGS demanding the said amount from the Supplier prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the PSEGS that the PSEGS shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Service Center Operator, which are recoverable by the PSEGS by invocation of this Guarantee.
5. This Guarantee will not be discharged due to a change in the constitution of the Bank or the Supplier. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the PSEGS.
6. We unconditionally and irrevocably undertake to pay to the PSEGS, any amount so

demanded not exceeding Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ Only), notwithstanding any dispute or disputes raised by  
the Supplier or anyone else in any suit or proceedings before any dispute review expert,  
arbitrator, court, tribunal or other authority, our liability under this Guarantee being  
absolute, unconditional and unequivocal. The payment so made by us under this  
Guarantee to the PSEGS, shall be a valid discharge of our liability for payment under this  
Guarantee and the Supplier shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect  
and shall remain valid until \_\_\_\_\_ .

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f.  
\_\_\_\_\_ (Date of Submission of the Bid) to \_\_\_\_\_ (one year after completion of  
Term of the Agreement for appointment).

We are liable to pay the guaranteed amount or any part thereof under this unconditional and  
irrevocable Bank Guarantee only and only if Punjab State e-Governance Department (PSEGS),  
serves upon us a written claim or demand on or before end of validity period of this  
Guarantee.

\_\_\_\_\_

Authorized Signatory For Bank