

Controller General of Defence Accounts

Ministry of Defence (Finance)

Government of India



Volume - 2

Request for Proposal

For Selection of Agency For
Development & Implementation of
Comprehensive Pension Package
and Data Center Setup

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Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Table of Index

1	Introduction	5
2	Instructions to Bidders.....	5
2.1	General Instructions.....	5
2.2	Tender Document Fee.....	5
2.3	Earnest Money Deposit (EMD).....	5
2.4	Pre-bid Conference & Clarification	6
2.5	Responses to Pre-Bid Queries and Issue of Corrigendum	7
2.6	Amendment to RFP	8
2.7	Proposal Preparation Costs	8
2.8	Authentication of Bids.....	9
2.9	Submission of Proposals.....	9
2.10	Bid Validity.....	11
2.11	Language	11
2.12	Venue & Deadline for Submission of Proposals.....	11
2.13	Interlineations in Bids.....	12
2.14	Late Bids	12
2.15	Deviations.....	12
2.16	Alternative/ Multiple Bids	12
2.17	Bid Opening Session	12
2.18	Evaluation Process	14
2.19	Completeness of Response	15
2.20	Withdrawal, Substitution, and Modification of Bids.....	16
2.21	Acknowledgement of understanding of terms	16
2.22	Authenticity of the information and right of verification	16
2.23	Disqualification.....	16
2.24	Right to Terminate the Process.....	19
2.25	Right to Accept Any Proposal and To Reject Any or All Proposal(s)	19



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

2.26	Rights to the Content of the Proposal	19
2.27	Repeat Order	20
3	Bid Opening and Evaluation Process	20
3.1	Pre-Qualification (PQ) Criteria	20
3.2	Technical Proposal	25
3.2.1	Technical Proposal Guidelines	25
3.2.2	Technical Qualification Criteria	28
3.2.3	Mandatory Compliance Criteria	28
3.2.4	Evaluation of Technical Proposals	30
3.2.5	QCBS Scoring Model	31
3.3	Commercial Proposal	39
3.3.1	Commercial Proposal Guidelines	39
3.3.2	Commercial Bid Evaluation	43
3.4	Confidentiality	44
3.5	Fraud and Corrupt Practices	44
4	Appointment of Systems Implementation Agency/Partner	46
4.1	Award Criteria	46
4.2	Notification of Award	46
4.3	Signing of Contract	46
4.4	Integrity Pact	47
4.5	Performance Guarantee	47
4.6	Purchaser's Responsibilities	48
4.7	Failure to Agree with the Terms and Conditions of the RFP	48
4.8	Notices	48
4.9	Intellectual Property Rights	48
4.9.1	Products and fixes	48
4.9.2	Bespoke development	49
4.9.3	Pre-existing work	49



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

4.9.4	Residuals	49
4.9.5	Infringement of Intellectual Property Rights	50
4.10	Governing law and dispute resolution	50
4.10.1	Informal dispute resolution	50
4.10.2	Dispute Resolution	51
4.10.3	Arbitration	52
1	Annexure	54
1.1	Earnest Money Deposit	54
1.2	List of Pre-Bid conference Participants	55
1.3	Authorization for representation at bid opening	56
1.4	Bid Covering Letter	57
1.5	Details of Bidder	60
1.6	Pre-Bid Queries Format	61
1.7	Technical Bid Response Formats	62
1.7.1	Pre-Qualification Compliance	62
1.7.2	Details of Bidder	67
1.7.3	Financial Information of bidder	68
1.7.4	Central/State government/PSU /Any Established Business Organisation ICT Systems Development & Implementation	69
1.7.5	Central/State government/PSU / Any established business organization in India Data Center Setup & Commissioning Project experience	70
1.7.6	Central/state government/PSU scanning experience	71
1.7.7	Requirement Compliance Matrix Format	72
1.7.8	Personnel Profiles for the project (Format of Profiles)	74
1.7.9	Undertakings	76
1.7.10	Certifications	97
1.8	Commercial Bid Formats	98
1.8.1	Commercial Bid Covering Letter	98



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.8.2	Bid Summary	100
1.8.3	One time cost	101
1.8.4	Recurring Cost	105
1.8.5	Scanning	106
1.8.6	Data Entry	107
1.8.7	Change Requests	108
1.9	Performance Bank Guarantee	109
1.10	Integrity Pact	111
1.11	Integrity Pact Bank Guarantee	120



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1 Introduction

The objective of this document is to solicit proposals from System Integrators (SIs) for Procurement, Implementation & Support of Comprehensive Pension Package & setup at CGDA, MoD as per the scope of work defined in volume I of this RFP.

This document spells out the bidding terms, tender evaluation process, etc.

2 Instructions to Bidders

2.1 General Instructions

1. This RFP is not an offer by CGDA but an invitation to receive proposals only from short listed bidders in respect of the above-mentioned project. The RFP does not commit CGDA to enter into a binding agreement in respect of the project with the short listed bidders.
2. RFP can be downloaded from the following websites:
 - <http://www.cgda.nic.in>
 - <http://eprocure.gov.in>
 - <http://tcil-india-electronictender.com>
3. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.
4. CGDA's decision with regard to the selection of bidders through this RFP shall be final and CGDA reserves the right to reject any or all the bids without assigning any reason.

2.2 Tender Document Fee

RFP Document can be downloaded free of cost from the websites mentioned in the Section 2.1 (point no. 2) of this volume.

2.3 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of Rs. 50 lakhs, in the form of a Account Payee Demand Draft OR Bank Guarantee (in the format specified in **Annexure - 1.1**) issued by any



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

nationalized bank in favour of “The Controller General of Defence Accounts”, payable at Delhi, and should be valid for 180 days from the due date of the tender / RFP.

The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure -1.9.

The bid security of all unsuccessful bidders will be returned by CGDA at the earliest either after expiry of the final bid validity or within 30 day after award of the contract to the successful bidder.

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

The EMD document shall reach to the CGDA office in physical form in a sealed envelop clearly marking “*EMD in favour of RFP For Development & Implementation of Comprehensive Pension Package and Data Center Setup*” on or before Bid submission closing date & time through registered post/speed post and it should be addressed to:

Dr. Sunish S, IDAS

Sr. ACGDA (IT&S)

The Controller General of Defence Accounts,

Ulan Batar Road,

Delhi Cantt. – 110010

Bidder should scan and upload EMD document in the Pre-Qualification envelop on the e-tendering platform. The bid, however, shall be deemed to be invalid in the event of non-receipt of physical copy on or before Bid submission closing date & time.

The EMD may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity.
- b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.4 Pre-bid Conference & Clarification

- a) CGDA shall hold a pre-bid meeting with the prospective bidders as per schedule given in Section 4 “Important Dates” of RFP Volume I at:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Srijan Hall, 2nd Floor

The Controller General of Defence Accounts

Ulan Batar Road, Palam

Delhi Cantt. – 110010

- b) Pre-bid queries should necessarily be submitted in the format provided in Annexure –1.6 in a word or excel file to:

Dr. Sunish S, IDAS

Sr. ACGDA (IT&S)

The Controller General of Defence Accounts

Ulan Batar Road, Palam

Delhi Cantt. – 110010

Phone No. 011-25674826

Email id: projectcpp.dad@hub.nic.in

On or before “Last date for submission of written queries for clarifications on RFP document” mentioned in Section 4 of RFP Volume I. CGDA will not entertain any clarification received after the mentioned date.

Pre-bid queries can also be submitted online on the e-tendering platform mentioned at Section 2.9 of this RFP volume.

2.5 Responses to Pre-Bid Queries and Issue of Corrigendum

CGDA will endeavour to provide timely response to all queries. However, CGDA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CGDA undertake to answer all the queries that have been posed by the bidders.

At any time prior to the last date for receipt of bids, CGDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

The Corrigendum (if any) & clarifications to the queries from all bidders will be published on the websites.

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

CGDA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time will not be entertained.

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

2.6 Amendment to RFP

1. If CGDA deems it appropriate to revise any part of this RFP or to issue additional information to clarify an interpretation of the provisions of this RFP, it may issue amendments to this RFP. Such amendments will be hosted in the locations where RFP has been made available. Any such amendments shall be deemed to be incorporated by this reference into this RFP.
2. At any time prior to the deadline (or as extended by CGDA) for submission of bids, CGDA, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, CGDA may modify the RFP document by issuing amendment(s).
3. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, CGDA, at its discretion, may extend the deadline for the submission of bids.
4. CGDA does not take any responsibility for loss of communications through emails. The bidders are expected to watch the locations mentioned under the Tender notification table for clarifications, amendments, modifications to the RFP.

2.7 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CGDA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

CGDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.8 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. The selected bidder shall indicate the authorized signatories who can discuss and correspond with the CGDA. The bidder shall provide proof of signature identification for the above purposes as required by the Department.

2.9 Submission of Proposals

E-tendering is new technology for conducting public procurement in a transparent and secured manner. Government of India has made publication of tender document and Bid Submission mandatory on e-tendering platforms for public procurements.

In line with the Government of India directives, CGDA invites proposals from the qualified System Integrators's on the Electronic Tender Platform provided by Telecommunications Consultants India Ltd. (TCIL) at <http://tcil-india-electronictender.com>. The bidders are required to submit soft copies of their bids electronically, duly signed using Digital Signature Certificates, on the e-tendering platform.

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the RFP document.

Bidder instructions and user guide is available on the Homepage of the e-tendering platform under link "*ETS User Guidance Center for Buyer/Supplier*". Bidders are requested to go through the instructions and user guide in advance. In case of any queries relating to the Bid preparation and submission on e-tendering platform, Bidder can contact the e-tendering platform helpdesk.

Helpdesk No.	+91-11-26241790 (9:30 AM to 06:00 PM)
Email Id	ets_support@tcil-india.com
Emergency Contact Person	Mr. Pushpendra Kumar Contact No: +91-9868393717, +91-7999545136

Note:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- The Bid shall be typed in English and digitally signed by the Bidder or a person duly authorized to bind the Bidder to the Contract.
- All the documents uploaded in the bid envelopes must be digitally signed by the authorized representative.
- Power-of-attorney Document (in the name of the signatory of the proposal) must be printed on Company letter head and ink signed. It should be scanned & uploaded in the Pre-Q envelop.
- It is mandatory for the Bidder to quote for all the items mentioned in the RFP.
- A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected. Templates of Technical Bid and Financial Bid in editable format(.doc & .xls) can be downloaded with RFP Document from the websites mentioned at para no. 2 of Section 2.1 of this document.
- The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the e-tendering platform. Unlike a password, a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part.
- All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid/documents uploaded. If variation is noted between the information contained in the Electronic Forms and Main Bid/documents uploaded, the content of Main Bid/documents shall prevail.
- 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- Upon the successful and timely submission of bids , the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. Bidders are advised to take printout of the bid summary and the bid receipt and keep it safe for record purpose.
- Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- Commercial Bid sheets must be uploaded in PDF and Excel Format. In case of any discrepancy in the values provided in PDF and Excel file, the values of PDF file shall prevail.

2.10 Bid Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from Tender Due Date.

2.11 Language

The Proposal should be filled by the Bidder in English language only. 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.

2.12 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted on the e-tendering platform on or before Bid Submission Closing Date & Time as mentioned in Section 4 of RFP Volume I.

Venue & Deadline for Submission	
Tender Reference no.	CGDA/RFP/PPP/2017
Bid Submission Start Date	Refer Section 4 of RFP Volume I
Bid Submission End Date	Refer Section 4 of RFP Volume I
Place of uploading of response to RFP	http://tcil-india-electronictender.com
Helpdesk Contact No.	+91-11-26241790
Helpdesk Email Id	ets_support@tcil-india.com



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

2.13 Interlineations in Bids

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

2.14 Late Bids

Electronic platform will not allow to submit bids after the due date and the specified time (including the extended period if any). Bids in physical form shall not be entertained under any circumstances. The bids submitted by telex/telegram/fax/e-mail,etc. shall not be considered. No correspondence will be entertained on this matter.

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

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

2.15 Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed to withdraw the deviation submitted.

The Specification and hardware requirement provided in the indicative Bill of Material, Volume - 1 for the Data Center – 1. The SI can propose required hardware to meet the requirement of the proposed solution. But, in case of data center -2, SI have to provide the required hardware and system software as indicated in the BOM.

2.16 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Lead bidder can submit only one bid, Consortium partner for data center cannot be part of more than one bid.

2.17 Bid Opening Session

CGDA will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the CGDA shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit document within stipulated time frame will lead to rejection of bid.

The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals at any stage.

The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

- c) Total transparency will be observed while opening the proposals/bids.
- d) CGDA reserves the rights at all times to postpone or cancel a scheduled bid opening.

The bids will be opened, in the following sessions:

1. First Session:

a) Opening of Pre-Qualification

First envelop i.e. Pre-Qualification shall be opened on the same day of Bid Submission Closing date, as schedule mentioned in the Section 4 of the RFP Volume I.

b) Opening of Technical Proposal

The EMD / bid security will be opened first by CGDA for Technical bid evaluation, in the presence of bidders' representatives who may choose to attend the session on the specified date, time and address. Bids for which the requisite bid security has not been received by CGDA or whose bid security is not in order shall be rejected. The bidder is requested to use the format provided in **Annexure 1.1** of this RFP for this purpose.

Proposal which does not qualify the Pre-Qualification conditions as mentioned in the Section 3.1 of this RFP document, shall not be considered for Technical & Commercial Bid Opening. Technical Bid shall be opened the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address as mentioned in the Section 4 of the RFP Volume I.

CGDA will review the Technical bids of the shortlisted bidders to determine whether the Technical bids are substantially responsive. Bids that are not fully complaint are liable to be disqualified. CGDA may seek inputs from their professional, external experts, external consultants in the Technical and Commercial evaluation process.

The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for CGDA, the Bids shall be opened at the same time and location on the next working



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

day. Even if there is no representative of the bidder present, CGDA shall go ahead and open the bid of the bidders.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

2. Second Session :

The Commercial proposals of those bidders, whose Technical bids qualify in the Technical Evaluation, shall be opened in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address as mentioned in the Section 4 of the RFP Volume I. (Annexure 1.3 Authorization for representation at bid opening).

2.18 Evaluation Process

Initial Bid scrutiny will be held by the Tender Evaluation Committee and incomplete details as given below will be treated as non-responsive, if Proposals :

- a) Are not submitted in as specified in the RFP document
- b) Received without the Letter of Authorization (Power of Attorney)
- c) Are found with suppression of details
- d) With incomplete information, subjective, conditional offers and partial offers submitted
- e) Submitted without the documents requested in the checklist
- f) Have non-compliance of any of the clauses stipulated in the RFP
- g) With lesser validity period



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

CGDA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

A tiered evaluation procedure will be adopted for the evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.

CGDA will review the technical bids of the qualified bidders to determine whether the technical bids are substantially responsive as per the requirements specified in the RFP. Bids that are not substantially responsive are liable to be disqualified.

CGDA may seek inputs from their professional, external experts in the technical and commercial evaluation process.

The Proposal Evaluation Technical Committee shall assign technical score to the bidders and evaluate the technical bids as per the Technical Evaluation Criteria. Only the technically qualified bidders qualify for the commercial evaluation stage.

The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive as per the requirements specified in the RFP

2.19 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this RFP
 - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- c) Comply with all functional /non-functional /technical requirements as set out within this RFP.

2.20 Withdrawal, Substitution, and Modification of Bids

No bid shall be withdrawn, substituted, or modified after submission.

2.21 Acknowledgement of understanding of terms

By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures and Appendices hereto, and has fully informed itself as to all the conditions and limitations.

By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that he is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders

2.22 Authenticity of the information and right of verification

CGDA reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of Technical proposal. Any such verification or lack of such verification by CGDA shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of CGDA there under.

In case it is found during the evaluation of the responses or at any time during the subsequent procurement or project execution process, that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal:

- a) The bidder shall be disqualified forthwith (if not yet awarded the Contract either by issue of the letter of intent or entering into an agreement).
- b) CGDA would initiate appropriate action against the selected bidder as per the laws of the land, if the agreement is already awarded.

2.23 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more of the following conditions are violated.

1. Violation of the bid submission process

- a) Commercial proposal and Technical proposal are not submitted in the prescribed formats and mode as given in the RFP



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- b) The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal is either fully or partially enclosed or are part of the Technical Proposal
 - c) If it comes to CGDA's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement
 - d) If a bidder submits more than one bid
2. Non-compliance to the conditions of the bidding process
- a) The Bid documents are not signed as per guidelines of the RFP
 - b) The required EMD has not been submitted as specified in the RFP
 - c) The Bid validity period is shorter than the required period
 - d) The Bid is not submitted in accordance with this document
 - e) During the validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
 - f) The bidder qualifies their bid with their own conditions or assumptions
 - g) Bid is received in incomplete form
 - h) Bid is not accompanied by all the requisite documents
3. Non responsive Content of the proposal
- a) Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any.
 - b) The deliverables as given in the Technical proposal should be in consonance with the Commercial proposal. Any deviations in the final deliverables between



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Technical and Commercial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid.

4. Inability to respond in accordance with the bidding guidelines

- a) The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions.
- b) The successful bidder fails to deposit the Performance Bank Guarantee in 15 days (as per the section 4.4) or fails to enter into an contract within 30 days of the date of issue of letter of intent or within such extended period, as may be specified by CGDA.

5. Fraudulent and corrupt practice

Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:

- a) “Corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
- b) “Fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- c) “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser.

6. Consequences of disqualification



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- a) If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
- b) If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with CGDA will be entertained.
- c) If the disqualification is for the reasons of fraudulent or corrupt practice, CGDA has the right to initiate actions to blacklist the bidder as per the provisions of the relevant acts/rules

2.24 Right to Terminate the Process

CGDA may terminate the RFP process at any time and without assigning any reason. CGDA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by CGDA. The bidder's participation in this process may result CGDA selecting the bidder to engage towards execution of the contract.

2.25 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

CGDA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for CGDA action.

2.26 Rights to the Content of the Proposal

All proposals and accompanying documentation of the Technical proposal will become the property of CGDA and will not be returned after opening of the Technical proposals. The commercial proposals that are not opened will be returned to the bidders. CGDA is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts/ consultants engaged in the evaluation of bid responses and can do so without compensation to the bidders. CGDA shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

2.27 Repeat Order

CGDA reserves the right to increase or decrease the quantity upto 50% as specified in the schedule of requirements without any change in the unit price or other terms and conditions within the agreed delivery schedule.

3 Bid Opening and Evaluation Process

3.1 Pre-Qualification (PQ) Criteria

The bid can be submitted by a company or consortium of companies satisfying the following pre-qualification criteria.

S. No.	Pre-Q Condition	Description	Required documents
1.	General Requirement	<p>The bidder shall be either:</p> <ol style="list-style-type: none"> 1. System Integrator (SI) OR 2. A consortium of maximum two partners, with the lead partner being referred as a bidder, meeting the following requirements: <ol style="list-style-type: none"> a) The lead partner (in case of a consortium) will be referred to as the Bidder in the entire RFP. b) Both partners should be a company registered in India under the Companies Act, 2013 with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31st March 2017. c) The Consortium can be opted for Hardware/Network components, Supply, Data Center Setup, Commissioning and Operations only d) Agreement between Consortium partners shall be effective from the Bid Submission Date till 6 months of the Project Completion Date. e) The lead partner shall have the back to back agreements for clear role and responsibilities with consortium partner, in respect of commitment to fulfil contractual obligations and shall be submitted along 	Annexure : 1.7.2



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S. No.	Pre-Q Condition	Description	Required documents
		<p>with the bid. The agreement shall also cover the case of dispute of any nature (insolvency, acquisitions, commercial or financial) of the consortium partner. Lead Bidder shall be responsible for receiving notices and communications on behalf of the consortium.</p> <p>f) The consortium shall not include the subsidiary, step down subsidiary, associate, Joint Venture of any of the firms.</p> <p>g) Only the lead partner will submit the bids and sign the contract with CGDA</p> <p>h) The sole responsibility under the contract would be that of the lead partner only. CGDA shall only correspond and hold the lead partner responsible for the execution of the project.</p> <p>i. The lead bidder will be liable for the entire scope of work and risks involved thereof</p> <p>ii. Liability of non-lead bidder is in the scope of work for which they are responsible, along with the lead bidder (the lead bidder still carries the liability for the entire scope of work)</p>	
2.	General requirement	<p>In Case of Sole Bidder:</p> <ul style="list-style-type: none"> Should be operating as IT System Integrator Should have Registered Office and Development Center in India. <p>In case of Consortium:</p> <p>Lead Bidder:</p> <ul style="list-style-type: none"> Should be operating as IT System Integrator Should have Registered Office and Development Center in India. <p>Consortium Partner:</p> <ul style="list-style-type: none"> Should be operating as IT System Integrator/IT Service Provider Should have a registered office in India. 	Annexure : 1.7.2



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S. No.	Pre-Q Condition	Description	Required documents
3.	Business turnover forms IT services	<p>In Case of Sole Bidder: Company Turnover from IT Services should be ≥ 100 Crore for 3 years in last 5 financial years.</p> <p>In case of Consortium: Lead Bidder: Company Turnover from IT Services should be ≥ 70 Crore for 3 years in last 5 financial years.</p> <p>Consortium Partner: Company Turnover from IT Services should ≥ 50 Crore for 3 years in last 5 financial years.</p>	Annexure : 1.7.3
4.	Net worth	The bidder (in case of consortium both partners) should have a positive net worth for last three financial years.	Annexure : 1.7.3
5.	Manpower	<p>In Case of Sole Bidder: Should have at least 100 Permanent IT Professionals on the company payroll as of 31-03-2017.</p> <p>In case of Consortium: Prime Bidder: Should have at least 100 Permanent IT Professionals on the company payroll as of 31-03-2017.</p> <p>Consortium Partner: Should have at least 50 permanent IT Professionals on the company payroll as of 31-03-2017.</p>	Annexure : 1.7.9.12
6.	Blacklisting	The bidder (in case of consortium both partners) should not be banned or blacklisted by any State / Central Government or any Government Institutions in India.	Annexure : 1.7.9.1
7.	Experience in IT Application Development &	<p>Should have Completed/on-going at least One ICT Systems Development and Implementation Project in India in last 5 years.</p> <p>Project Scope must have: 1. Application development/ customization 2. Training service</p>	Annexure : 1.7.4



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S. No.	Pre-Q Condition	Description	Required documents
	Implementation	<p>3. Handholding services 4. Operation and maintenance services</p> <p>Project Value should be: - One project of not less than 20 Cr OR - Two projects each of not less than 15 Cr OR - Three or more projects each of not less than 10 Cr</p> <p>On Going Projects: Project should be Live and in Operations & Maintenance phase at least for one year. Govt./PSU Projects: One of the above projects should be for Central/State Govt./PSU</p>	
8.	Experience in Data Center	<p>Should have Completed/on-going at least One Data Center Setup & Commissioning Project in India in last 5 years.</p> <p>Project Scope must have: 1. Hardware/System software/Network components supply 2. Data Center Commissioning & Operations 3. Training service 4. Handholding services 5. Operation and maintenance services</p> <p>Project Value should be: - One project of not less than 15 Cr OR - Two projects each of not less than 10 Cr OR - Three or more projects each of not less than 5 Cr</p> <p>On Going Projects: Project should be Live and in Operations and Maintenance phase at least for one year.</p> <p>Govt./PSU Projects:</p>	Annexure : 1.7.5



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

S. No.	Pre-Q Condition	Description	Required documents
		One of the above projects should be for Central/State Govt./PSU	
9.	Experience in Scanning	<p>Should have Completed/on-going at least two scanning Projects in India in last 5 years.</p> <p>Project Scope must have:</p> <ol style="list-style-type: none"> 1. Scanning of Legacy Records at customer location 2. Quality Control Check 3. Meta-Data tagging and Document uploading in Document Management System <p>Project Size should be:</p> <p>- Two projects each of not less than 50 lakhs pages</p> <p>On Going Projects:</p> <p>In case of on-going projects at least 50 lakhs pages should have been scanned.</p> <p>Govt./PSU Projects:</p> <p>One of the above projects should be for Central/State Govt./PSU</p>	Annexure : 1.7.6
10.	CMM certification	The prime bidder must possess a valid Certification in the Capability Maturity Model Integration (CMMI) level 3 at the time of submission of the bid (the bidder will have to ensure that the certification is valid during the lifecycle of the whole project)	Annexure : 1.7.10
11.	OEM Partner	The prime bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the components offered. The authorization should be submitted for Hardware and Software components offered as a part of this project.	Annexure : 1.7.9.13



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

3.2 Technical Proposal

3.2.1 Technical Proposal Guidelines

1. The invitation for bids is open to all entities registered in India who fulfil technical criteria as specified in this document.
2. Bidders declared to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices by CGDA, shall not be eligible.
3. Bidders whose EMD was forfeited by CGDA serious/grave grounds i.e. submission of false/forged/tampered/fabricated/manipulated documents/information at any occasion during last five years from the date of issue of RFP, shall not qualify.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with the Government of India in the past 5 years may make a firm ineligible to participate in the bidding process.
5. Bids from more than one consortium partners is not allowed. Only a single consortium partner for data center is permissible. Subcontracting is permissible for scanning activity, required civil & electrical work for data center.
6. CGDA intends to consider only those bidders that have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of CGDA to implement the CPP solution.
7. Technical proposal to include the covering letter as given at **Annexure-1.4**.
8. Technical proposal should contain all the required documents as per Annexure - 1.7
9. In case if the bidder is proposing a COTS product for CPP solution, the bidder shall submit an undertaking as given at **Annexure - 1.7.9.13**.
10. The bidder is expected to submit all the undertakings as defined in **Annexure - 1.7.9**.
11. The bidder is expected to understand the complete solution footprint, the processes and functions of CGDA while preparing the Technical Proposal.
12. The bidder is expected to bid for the project with a complete understanding that, all the processes, functions, services requirement, etc. given in this RFP, at a fixed price, without any provisions for bargaining for a different interpretation of the specifications in this RFP and changes in scope, while executing the project.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

13. While the bidder has the freedom in making any assumptions about the processes and functions of CGDA while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation during the execution of the project. CGDA interpretation shall be final and binding on all the bidders. The assumptions made by the bidder shall not have any impact on the commercial bid submitted.
14. CGDA retains the right of the final say in the interpretation of the scope of the Project in terms of the interpretation of the functions and processes of CGDA, as listed in this RFP.
15. Since a process can be described in different manners, the bidder should clearly understand that any possible variations in the processes during the Business Design phase from the way they are specified in this RFP should not be considered as deviations or extensions to the original process specifications.
16. The modules of CPP solution which have been listed are more of a reflection of the functional areas to be addressed rather than the specific modules being implemented.
17. Various components for Data Center - 1 and its sizing listed are more of a reflection of the estimated requirements to be addressed.
18. The Technical proposal should address all the areas/ sections as specified in the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP.
19. The Technical proposal must not contain any pricing information.
20. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification.
21. Wherever the customer name is asked for, in experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
22. The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. However, the bidder is expected to provide the names of the organizations, only if the organization is the direct customer (had a direct contract) of the bidder.
23. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

24. The Technical proposal shall be in line with the requirements of this RFP and shall strictly comply with all the forms and formats as provided in the Annexure of this document.

Major sections of the technical bid would be as follows:

I. Solution proposed for CPP Application by the bidder

This section should include the overview of the following:

- a) Understanding of Requirements
- b) Overall Solution & Application Architecture
- c) IT Infrastructure and Deployment Architecture
- d) CPP Application performance monitoring tools
- e) Security architecture & tools
- f) CPP Application Pilot & Go Live Plan
- g) Scanning, Meta Data tagging and Migration

II. Proposed Approach, Methodology and Work Plan

This section should include overall approach and methodology for all components including optional components and the detailed work plan

III. Project Staffing Plan

This section should spell out the details on:

- a) Staffing Plan
- b) Number and Quality of people proposed for solution deployment
- c) Number and Quality of people proposed for support

IV. Operations and maintenance

- a) Help Desk Support, Incident Management, Problem Management
- b) Change Management, Training, hand-holding at client sites
- c) Audit & Certifications
- d) Annual Support to underlying software and hardware

V. References / Demonstration

Demonstration of Similar Nature of Project



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

VI. Additional information directly relevant to the scope of services provided in the Volume I of the RFP may be submitted to accompany the proposal. All timelines, O&M, work plan, proposed solution including hardware, software, scanning, migration and project team, etc. have to be in strict adherence to the requirements of the RFP. In case the RFP spells minimum requirement for a particular area, the bidders are free to propose higher specifications, features, quantity, etc.

3.2.2 Technical Qualification Criteria

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

3.2.3 Mandatory Compliance Criteria

The bidders shall meet all the mandatory compliance criteria mentioned below. Failure in meeting the mandatory compliance criteria will result in technical disqualification of the bidder

Annexure ref. No	Description	RFP Volume	Compliance
Pre qualifications			
1.1	Earnest Money Deposit	Volume-II	
1.2	List of Pre-Bid conference Participant	Volume-II	
1.3	Authorization for representation at bid opening	Volume-II	
1.4	Bid Covering Letter	Volume-II	
1.5	Details of Bidder		
1.7.1	All the required supporting documents for Pre qualification conditions	Volume-II	
Technical Bid			
1.7.1	Pre-Qualification Compliance	Volume-II	
1.7.2	Details of Bidder	Volume-II	
1.7.3	Financial Information of bidder		
1.7.4	Central/state government/PSU ICT Systems Development and Implementation	Volume-II	



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.5	Central/state government/PSU Data Center Setup & Commissioning Project experience	Volume-II	
1.7.6	Central/state government/PSU scanning experience	Volume-II	
1.7.7	Requirement Compliance Matrix Format	Volume-II	
1.7.8	Personnel Profiles for the project (Format of Profiles)	Volume-II	
3.2.1	Proposal Technical solution	Volume-II	
Undertakings			
1.7.9.1	Undertaking of not being black listed	Volume-II	
1.7.9.2	Undertaking on Patent Rights	Volume-II	
1.7.9.3	Undertaking on No Conflict of Interest	Volume-II	
1.7.9.4	Undertaking on Non-Malicious Code		
1.7.9.5	Undertaking On Pricing of Items Of Technical Response	Volume-II	
1.7.9.6	Undertaking on Absence of Litigation	Volume-II	
1.7.9.7	Undertaking on Compliance, Sizing of Infrastructure, and Service Level Compliance	Volume-II	
1.7.9.8	Undertaking on Deliverables	Volume-II	
1.7.9.9	Undertaking on Support to Third Party Audits and Certification	Volume-II	
1.7.9.10	Undertaking on Work Environment and Personnel	Volume-II	
1.7.9.11	Undertaking on Changes to the Contract Clauses	Volume-II	
1.7.9.12	Undertaking on Personnel	Volume-II	
1.7.9.13	Undertaking on proposing COTS product for CPP solution	Volume-II	
	Form 1: Details of COTS OEM	Volume-II	
	Form 2: Financial Information of COTS OEM	Volume-II	
	Form 3: Undertaking by COTS OEM	Volume-II	



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

	Form 4: Central/state government/PSU COTS product implementation experience	Volume-II	
1.7.10	Certifications	Volume-II	
Commercial Bid			
1.8.1	Commercial Bid Covering Letter	Volume-II	
1.8.2	Bid Summary	Volume-II	
1.8.3	One time cost	Volume-II	
1.8.3.1	CPP	Volume-II	
1.8.3.2	Data Center 1 – Phase 1	Volume-II	
1.8.3.3	Data Center 1 – Phase 1	Volume-II	
1.8.3.4	Data Center 2	Volume-II	
1.8.4	Recurring Cost	Volume-II	
1.8.5	Scanning	Volume-II	
1.8.6	Data Entry	Volume-II	
1.8.7	Change Request	Volume-II	
1.9	Performance Bank Guarantee	Volume-II	

3.2.4 Evaluation of Technical Proposals

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

The bidders' technical proposal proposed in the bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified in the format specified in the RFP as required for technical evaluation.

CGDA may seek additional information and clarifications from any or all of the Bidders on the Technical Proposal. Any of the additional information or clarifications submitted by the Bidder on the technical proposal should not have any commercial implications.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Proposal Presentations: The bid committee will invite each pre-qualified bidder to make a presentation to CGDA at a date, time and venue decided by CGDA. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals. The actual team that is proposed for the project shall make the proposal presentation.

The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.

The following will be the technical evaluation methodology:

- d) Each Technical Bid will be assigned a technical score out of a maximum of 110 points. Each of the criteria will be assigned a technical score.
- e) Only the bidders, who meet all the mandatory compliance criteria AND score above the minimum cut-off score defined in each of the sections, will qualify for the evaluation of their commercial bids.
- f) The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
- g) The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.
- h) The technically qualified bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

3.2.5 QCBS Scoring Model

The Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS). The proposals submitted by the Bidders will be evaluated by taking the following stages of evaluation into consideration:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

3.2.5.1 Technical Evaluation

Bidders are required to furnish data with supporting documents on the prescribed format mentioned against S. No. 1 to 7 of the below mentioned table for evaluation by CGDA.

Bid Scores will be rounded off to whole number.

S.No.	Description	Condition	Score	Max	
Section A					
	General				
1.	Annual turnover of Bidder/ Lead Bidder (in case of consortium) from System Integration/ IT System development and implementation in the last three financial years i.e. 2013-2014, 2014-2015, 2015-2016	>= 300 Crore	10	10	Annexure 1.7.3
		>= 150 and < 300 Crore	8		
		>= 70 and < 150 Crore	5		
2.	Certification	CMMi - Level 5	5	5	Annexure : 1.7.10
		CMMi - Level 4	4		
		CMMi - Level 3	3		
	Past Experience				Annexure :1.7.4
3.	Experience in Application Development/Customization & Support Completed/On Going Project(s) for Central/State Govt. /PSU in India of value more than 10 Crores in last 5 years. On Going Project Project should have been successfully gone Live and in Operations Phase for last one year The Projects must have following components 1. Application development/ customization 2. Training service/Handholding services 3. Operation and maintenance services	>= 3 projects	10	10	
		2 projects	8		
		1 project	5		



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S.No.	Description	Condition	Score	Max	
4	Project(s) value of Application Development/Customization & Support Any Completed/On Going Project(s) in last 5 years for: <ul style="list-style-type: none"> Central/State Govt./PSU in India Any established business organization in India qualifying below parameters: <ul style="list-style-type: none"> Registered under Companies Act 2013 Listed in Bombay Stock exchange On Going Project Project should have been successfully gone Live and in Operations Phase for last one year The Projects must have following components <ol style="list-style-type: none"> Application development/ customization Training service/Handholding services Operation and maintenance services 	>=30 Crore >=20 and <30 Crore >=10 and <20 Crore	5 3 2	5	Annexure :1.7.4
5.	Data Center Commissioning & Operations Completed/On Going Data Center Setup and Commissioning Project of value more than 5 Crores/ Project in India for any of the following organization: <ul style="list-style-type: none"> Central/State Govt./PSU in India Any established business organization in India qualifying below parameters: <ul style="list-style-type: none"> Registered under Companies Act 2013 Listed in Bombay Stock exchange On Going Project Data Center should be in Operations at least for one year	>= 3 projects 2 Projects 1 Project	10 8 5	10	Annexure : 1.7.5



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S.No.	Description	Condition	Score	Max	
	The Projects scope should have 1. Hardware/System software/network components supply 2. Data Center Commissioning & Operations 3. Training service/Handholding services 4. Operation and maintenance services				
6.	Similar Nature Project - Pension Project Completed/On Going One or more Pension Project (s) for Central/State Govt. /PSU in India of more than 1 Lac pensioners in last 5 years. On Going Project Project should have been successfully gone Live and in Operations Phase for last one year	Pension Sanction	5	10	Annexure :1.7.4
		Pension Disbursement	5		
7.	Similar Nature Project - Others Completed/On Going Project(s) for Central/State Govt. /PSU in India of more than 5 Crore in last 5 years for any of the followings: Payroll/Claim Reimbursements, Financial Accounting/Core Banking, Insurance , PF/ EPFO Dept. Application, Income Tax Dept. Application, Treasuries Dept. Application, Excise Dept. Application On Going Project Project should have been successfully gone Live and in Operations Phase for last one year	>= 3 Projects	10	10	Annexure :1.7.4
		2 Projects	8		
		1 Project	5		
8.	Scanning Projects Completed/On Going Project of minimum 50 lakhs pages in last 5 years Note: At least one project should be for Central/State Govt. /PSU.	>= 3 Projects	10	10	Annexure :1.7.6
		2 Projects	8		
		1 Project	5		



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S.No.	Description	Condition	Score	Max
	On Going Projects At least 50 Lac pages should have been scanned till date. Project Scope should have 1. Scanning of Legacy Records at customer location 2. Quality Control Check 3. Meta-Data tagging and Document uploading in Document Management System			
Section B				
9.	Technical Proposal (as per Technical Proposal Evaluation Sheet)			30
10.	Presentation on understanding of the requirements & Technical Proposal			10
	Total			110
Note: Cut off Marks - 60% Score in each Section A and B. Technical score shall be normalized to 100 Formula: Technical score (Tn) = (Total Score obtained/110) * 100				

Technical Proposal Assessment:

Component	Particulars	Marks	Total	Scope
Application			30	
	Solution Architecture	3		Justification on the suggested application architecture with rationale and benefits. Description of process adopted by Vendors on maintenance and enhancements
	Initiation Utility	2		Architecture, Interoperability,



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Component	Particulars	Marks	Total	Scope
				Technology, Platform Independence, Security
	Pension Application	5		-do-
	Integrated Grievance Management System (including Service Center)	4		-do-
	Mobile APP	2		-do-
	Pensioner Portal	4		-do-
	Call Center Application	3		-do-
	Back Office Portal	2		-do-
	Document Management System	5		Features & functionalities, user friendliness, Security, Interfacing with other applications, interoperability, resource consumption
Data Center			20	
	Data Center Architecture	5		Justification on the suggested Hardware architecture with rationale and benefits.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Component	Particulars	Marks	Total	Scope
				Description of process adopted by Vendors on maintenance and enhancements
	Proposed H/w	4		
	Security	3		
	Management Tools	3		
	Disaster Recovery, Failover	3		
	Data Center Non-IT Components	2		
O & M			20	
	Proposed Manpower	10		No. of Resources, Relevant Experience, No. of Projects Executed, Qualification, Certifications on proposed Technologies, Resource Backup
	Governance Model	2		Reporting Structure, Project Reviews, Communication Plan
	Application Support Methodology	4		Application & Database Maintenance, Bug Fixing, Change Control and Enhancements



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

Component	Particulars	Marks	Total	Scope
	SLA Monitoring & Performance Optimization Methodology	4		Methodology and Tools & Technology
Scanning			10	
	Implementation Strategy	3		Execution Plan, Execution Process Flow, No. of Resources, Resources Profiles
	Governance Model	2		Reporting Structure, Project Reviews
	Tools and Technology	2		Tools and Technology
	Process Quality Control	3		Quality Control Processes
Migration				
	Migration Strategy	5	5	Migration Strategy
Implementation			15	
	Project Plan	4		Development Methodology, adherence to quality standards
	Governance Model	4		Reporting Structure, Project Reviews
	Development Methodology	4		Execution Plan, Team proposition, Defect Management, Bug Fixing,



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Component	Particulars	Marks	Total	Scope
	UAT Approach	3		Project Plan, Resources Deployment,
Total			100	
Weighted Score			30%	

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score greater than or equal to the Cut off Marks in each Section will be considered technically qualified. Price Bids of such technically qualified bidders only shall further be opened.

3.3 Commercial Proposal

3.3.1 Commercial Proposal Guidelines

1. The Commercial proposal to include the covering letter as given at **Annexure - 1.8.1**
2. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Commercial proposal.
3. Only fixed price commercial bids indicating total price for all the deliverables and services specified in the bid document as per **Annexure - 1.8** will be considered.
4. As part of the commercial proposal, the bidders shall mandatorily quote for all the components as indicated in RFP Volume 1.
5. The Commercial proposal must be detailed and must cover each component of the Project and Operations and Maintenance Phase. The Commercial proposal must be summarized in Bid Summary Sheet as per **Annexure -1.8.2**.
6. Commercials for all components including optional components should be valid and firm for the entire duration of the project.
7. During the proposal preparation the bidder shall review the indicative bill of material as provided in the RFP and propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required for implementation of the CPP Project.
8. The Infrastructure proposed by the bidder must address the functional and technical requirements as stated in this RFP. The bidder shall be solely responsible for any financial



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

implications on items not quoted in the proposal and which are required for implementation and operationalization of the Project.

9. CGDA reserves the right to procure the components/services listed in this RFP in whole or in part. The payment by CGDA to the SI shall be made only against the actual services availed by CGDA.
10. In case CGDA wish to procure any additional quantity/services (hardware/software/manpower) for this project, the unit rate provided by the bidder shall be taken into account upto 3 years from date of contract.
11. The price mentioned in the letter of intent issued to CGDA shall be the only payment payable by CGDA to the SI for completion of the obligations by the SI as per the letter of intent, subject to the terms of payment specified in the letter of intent issued to the SI.
12. Cost quoted for the software (Tools, Software, system & application) must include all cost including the cost of procurement, customization/ configuration/ development and implementation, etc. as per RFP requirements and its maintenance for the entire project duration.
13. Cost quoted for the hardware must include the cost of procurement, supply at site, installation and configuration according to RFP requirements and its maintenance for the entire project duration.
14. Cost quoted for the scanning, metadata tagging and migration must include the cost of procurement, supply and installation of necessary infrastructure at site, manpower, and any other items according to RFP requirements and its maintenance for the entire project duration.
15. The bidders are advised not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose of this RFP.
16. The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.
17. The bidders are required to distinctly mention nature, percentage and amount of applicable taxes in appropriate columns.
18. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. As an exception, adjustment of the commercial price (to be mentioned in



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

the letter of intent) shall be made on account of any variations except for applicable taxes. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

19. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
20. The rates quoted are exclusive of all applicable taxes levied by the government and the same will be payable by the Department over and above the payment schedule.
21. If any of the service component is priced as bundled within any of the other priced component submitted by the bidder, the bidder cannot un-bundle it and price it separately after the Commercial bids are opened or during the period of the agreement for implementation of the CPP solution.
22. The services provided towards change requests will be quoted as a blended per-person-month rate by the bidder as indicated in **Annexure -1.8.7.**
23. Any conditional bid would be rejected
24. Correction of Error
 - a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to CGDA. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
 - b) Arithmetic errors in proposals will be corrected as follows:
 - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
 - ii. In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost breakup sheet, the detailed cost break up sheet for the component will be considered.
 - iii. In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the total price given for a line item / component will be considered.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- iv. The amount stated in the commercial proposal, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
 - c) The amount stated in the Commercial proposal will be adjusted by CGDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Commercial Proposal, its Proposal will be rejected and EMD of the bidder will be forfeited.
- 25.** No adjustment of the price quoted in the Commercial proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the agreement. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the agreement.
- 26.** In case of a tie where two or more bidders have the same Net commercial bid value, the bidder with the higher technical score will be invited for discussions for issuance of letter of intent.
- In case of tie amongst two or more bidders who have the same net commercial bid value and technical score, the bidder with the lowest commercial bid value will be invited for discussions for issuance of letter of intent.
- 27.** The Bidder is expected to price all the items and services required for successful implementation of the project and subsequent operations & maintenance in line with SLA.
- 28.** Bidder shall procure the hardware/software components and licenses in the name of CGDA.
- 29.** Prices must be quoted entirely in Indian Rupees.
- 30.** All costs incurred due to delay of any sort, shall be borne by the bidder.
- 31.** CGDA reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- 32.** CGDA reserves the right to ask the bidder to submit analysis of rate and data sheet for the rates quoted in the Commercial bid by the bidder



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

33. If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and CGDA has the right to source services for which no price was quoted or quoted as zero, at no additional price.
34. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the agreement.
35. Commercial bid of a bidder will be declared non-responsive if the bidder has proposed components in the price bid which are different from the solution as mentioned in the technical bid
36. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to CGDA. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
37. The commercial bid should be provided in the order as per **Annexure -1.8**.

3.3.2 Commercial Bid Evaluation

The Commercial Bids of only technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. The Commercial Bids that are less than 30% of the Average Bid Price of Tech Qualified Bidders, will be disqualified.

Value of Column “Total Bid Value Without Taxes” of Price Bid Template 1.8.2 shall be considered for Commercial Bid Evaluation.

Average Bid Price: The average bid price is computed by adding Commercial Bid values of all Tech Qualified bidders and dividing the same by the number of bidders.

Commercial Scores for eligible bidders will be calculated as per following formula:

Commercial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}

3.3.2.1 Total Weighted Score

- a) Weightage for Technical Bid = 0.70
- b) Weightage for Commercial Bid = 0.30
- c) **Final Total Weighted Score (Bn) = Tn X 0.70 + Fn X 0.30**



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

3.4 Confidentiality

The bidder shall keep the information related to this bid as confidential. The bidder shall note that the information will be used only for the purposes of this bid and shall not be disclosed to any third party for any reason whatsoever. The bidder and its personnel shall not either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, services, this contract or CGDA business operation without the prior consent of CGDA.

3.5 Fraud and Corrupt Practices

1. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
2. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- a) “corrupt practice” means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Department in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (b) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

4 Appointment of Systems Implementation Agency/Partner

4.1 Award Criteria

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

4.2 Notification of Award

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

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

4.3 Signing of Contract

- a) Upon notification of the outcome of the commercial evaluation, CGDA shall issue a Letter of Intent before entering into an agreement with the successful bidder. The draft agreement is provided in **RFP Volume III**.
- b) The successful bidder shall submit a fresh undertaking of not being blacklisted as on date of the signing of the agreement (Undertaking: **Annexure 1.7.11.1**).
- c) Notwithstanding any delay in signing of agreement, upon acceptance of letter of intent the bidder shall commence work on the project.
- d) CGDA shall have the right to annul the award in case there is a delay of more than **30 days** in signing of agreement, for reasons attributable to the successful bidder.
- e) CGDA does not commit to buy all the items in the quoted price for which pricing has been sought. Out of the various priced items of the Commercial proposal, CGDA will have the option and the right to buy any combination of services or items. The priced items which CGDA intends to buy will be included in the commercial agreement with the successful bidder.
- f) During the period of the agreement, CGDA could buy any of those items which are not included in the agreement and which are part of the quoted price of the bidder. CGDA will



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

have the right to buy those services at the same rate for which the bidder was selected as the successful bidder. The Price quote for all the services indicated in the quote will be valid for the complete period of agreement.

- g) Once an agreement is signed with the successful bidder based on the commercial proposal, no adjustment of the agreement value shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the agreement.
- h) The agreement value arrived at shall be the only payment payable by CGDA to the bidder for completion of the contractual obligations by the successful bidder under the agreement, subject to the terms of payment specified in this document. The price would be inclusive of all taxes, duties, charges and levies as applicable.

4.4 Integrity Pact

All the bidders whose commercial bid value for the Project exceeds Rs. 100 Crores shall submit Integrity Pact agreement and Integrity Pact Bank Guarantee (IPBG) of value Rs. 1 Crore as per Annexure 1.10. Bidder shall submit Integrity Pact agreement and Integrity Pact Bank Guarantee in a separate envelope clearly marked as IPBG along with technical and commercial proposals.

The Integrity Pact Bank Guarantee (IPBG) shall be valid up to and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended up to the satisfactory completion of the contract. Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.

4.5 Performance Guarantee

The CGDA will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of the bid value.

The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

performance guarantee within the time stipulated, the CGDA at its discretion may cancel the order placed on the selected bidder without giving any notice. CGDA shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or CGDA incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.6 Purchaser's Responsibilities

1. Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
2. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

4.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event CGDA may award the contract to the next best value bidder or call for new proposals from the interested bidders.

4.8 Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

4.9 Intellectual Property Rights

4.9.1 Products and fixes

All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. System Integrator would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to CGDA for license which is published by product owner or its affiliates, or a third party. "Fixes" means



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

4.9.2 Bespoke development

Subject to the provisions of next two Clauses, the IPR rights for any bespoke development done during the implementation of the Project will lie with CGDA. Source code along with all the documentation during all the project phases shall be handed over periodically/on demand to CGDA.

4.9.3 Pre-existing work

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System Integrator should grant CGDA a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to CGDA as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. CGDA’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that SI leaves with CGDA at the conclusion of performance of the services.

4.9.4 Residuals

In no event shall System Integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, System Integrator shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services which either Party, individually or jointly, develops or discloses under the Agreement; except to the extent such use infringes the intellectual property rights of the other Party or Third Parties or breaches its confidentiality



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

or other obligations under the Agreement or other agreements with the other Party or Third Parties.

4.9.5 Infringement of Intellectual Property Rights

1. SI confirms that there shall be no infringement of any patent or intellectual & industrial property rights as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the Assets or any part thereof, supplied under this Agreement. SI shall indemnify the CGDA against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorised use of patent or intellectual & industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, SI shall be responsible for the completion of the development and uninterrupted use of such Asset or any part thereof by the CGDA and persons authorised by the CGDA, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
2. If, as a result of such claim, the CGDA is enjoined from using such Asset or any part thereof or in is likely to be enjoined, SI, at its expense, shall (i) modify such Asset (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement, (ii) replace such Asset with a functionally equivalent of the same, or (iii) obtain the right for the CGDA to continue using such Assets.
3. For a third party product supplied by SI, SI shall pass on to CGDA all the indemnities offered by the third party.

4.10 Governing law and dispute resolution

4.10.1 Informal dispute resolution

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

The parties should attempt to resolve disputes between themselves. The dispute should be escalated through various levels within CGDA, and corresponding levels within the SI's organization, starting with the parties' representatives, then the project team leader and the SI's counterpart, then CGDA and a director of the SI.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Both the parties must be represented by people who can take decisions including those of financial in nature. Meetings should involve pre-work, from both the parties which should involve the following:

1. Understanding the key reason for the dispute and the responsibility. The potential reasons should be attributable to the SI OR CGDA depending on the understanding of the information provided in the RFP document, Proposal and subsequent instruction/ decision.
2. The commitments made by the CGDA either in the RFP document or in project meetings earlier
3. The commitments and assumptions made by the SI in their proposal
4. Establishing the deviations made by either of the parties from
 - a. The written commitments made by the SI or the CGDA in meetings or letters
 - b. The assumptions in the Approach & methodology, Solution proposed by SI
 - c. Work Plan of the SI & CGDA
 - d. Comparing with other similar projects (if relevant)
 - e. Any previous communication made by either of the party on the identified deviations and the reasons thereof
 - f. Any unforeseen
5. Based on the above, the potential resolution should be classified as either Financial OR Non-Financial.
6. In case the potential resolution involves financial consideration, the financial impact of such a deviation for either of the party should be computed on the basis of Commercial Proposal or industry standards.

4.10.2 Dispute Resolution

1. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the informal dispute resolution procedure as set out in this article



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

In case the resolution procedure do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:

- a. Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
- b. The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.
- c. If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue.

In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:

- a. Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe of 30 days and requesting for expert advisory. This is to be sent with a copy to the mediator.
- b. Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute.
- c. The expert panel shall use his best endeavours to provide a neutral position on the issue.
- d. If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.

4.10.3 Arbitration

1. Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be dealt as per arbitration provisions below.
2. Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one party of the other



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

party's request for such amicable settlement, may be submitted by either party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Indian Arbitration and Conciliation Act of 1996.

3. The place for arbitration shall be Delhi.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1 Annexure

1.1 Earnest Money Deposit

1. In consideration of _____ (hereinafter called “CGDA”) represented by _____, on the first part and M/s _____ of _____ (hereinafter referred to as “Bidder”) on the Second part, having agreed to accept the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Bank Guarantee for the Request for Proposal for procurement of _____ we _____ (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay CGDA forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to a period of 180 days from the last date of the bid submission. It will, however, be open to CGDA to return the Guarantee earlier than this period to the System Integrator, in case the System Integrator does not qualify for the Price negotiations by the Price Negotiations Committee (PNC) as constituted by CGDA after a recommendation is made by the PNC on the bid(s) after an evaluation.

2. In the event of the bidder withdrawing the tender before the completion of the stages prior to the Price negotiations or during the Price negotiations, as the case may be, the Guarantee deposited by the bidder stands forfeited to CGDA. We also undertake not to revoke this guarantee during this period except with the previous consent of CGDA in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

3. No interest shall be payable by CGDA to the bidder on the guarantee for the period of its currency.

Dated this _____ day of _____ 201

For the Bank of _____

(Manager)



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.2 List of Pre-Bid conference Participants

(Company letter head)

[Date]

To

<>

New Delhi -110077

Dear Sir,

Ref: Pre-Bid Conference Participants

The following persons from our organization will attend the pre-bid conference with reference to the RFP document circulated by your organization, to Development & Implementation of Comprehensive Pension Package and Setup.

We request you to permit these people to attend the pre-bid conference, as representatives of our organization.

S. No	Name of the person	Designation	Name of the organization
1.			
2.			

Note:

- Maximum 2 representatives per organization
- All these people will carry proofs of their identity while attending the pre-bid conference.

Yours faithfully,

Designated Contact Person

Company name

Designation

Company Seal



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.3 Authorization for representation at bid opening

(Company letter head)

[Date]

To

<>

New Delhi -110077

Dear Sir,

Sub: Authorization for Representation at Bid Opening – Development & Implementation of Comprehensive Pension Package & Setup

Dear Sir,

I/We declare and confirm that Mr. /Ms. _____ has been duly authorized by us to represent us at the opening of Technical bids.

Name as on ID	
ID Number	
Designation	

Note:

- Maximum 2 representatives per organization
- All these people will carry proofs of their identity while attending the pre-bid conference.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Company name:

Company Seal:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.4 Bid Covering Letter

(Company letterhead)

[Date]

To,

<>

Dear Sir,

Ref: **Request for Proposal for Selection of Agency for Development & Implementation of Comprehensive Pension Package and Setup**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for *Selection of Agency for Development & Implementation of Comprehensive Pension Package and Setup* at CGDA.

1. We attach hereto the response as required by the RFP, which constitutes our proposal.
2. We are bidding as a single legal entity/consortium as permissible in the RFP.
3. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of SIX MONTHS from the last date of submission of bids/proposal.
4. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to CGDA is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.
5. Subject to us being the successful bidder, until a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.
6. We, the bidder, would like to confirm that the proposed solution components (hardware/software,etc.):
 - a) Comply to the requirements of this RFP and



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- b) Have been sized to meet the requirements of this RFP
 - c) If during the implementation of the CPP solution at CGDA, it is found that any of the proposed solution components (software/hardware, etc.) are inadequate to meet the specifications/requirements of this RFP, the required components in terms of scale or coverage will be supplied without any financial burden to CGDA.
7. We as bidder do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP
 8. We hereby confirm that the IPR of the CPP solution shall comply with **Article 13 of the Volume III** of this RFP.
 9. We do hereby confirm to deliver and upgrade to the latest versions of the software, as applicable & available during the entire project duration at no additional cost
 10. We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions. We shall indemnify CGDA against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use.
 11. We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and CGDA.
 12. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.
 13. We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed in the Annexure 1.9 of this volume.
 14. We agree that CGDA is not bound to accept any tender response that they may receive. We also agree that CGDA reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

15. It is hereby confirmed that we are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
16. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between CGDA and our organization.

	Primary contact	Secondary Contact
Name		
Title		
Company Name		
Address		
Phone		
Mobile		
Fax		
E-mail		

17. We understand that it will be the responsibility of our organization to keep CGDA informed of any changes in this list of authorized persons and we fully understand that CGDA shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to CGDA.

Dated this Day of 2017

(Signature) (In the capacity of)

(Name)

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

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

(Company Seal)



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.5 Details of Bidder

Details of the bidder Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
ROC Reference No	
Address of the Registered Office in India	
Address of development Center	
Other Relevant Information	
Mandatory Supporting Documents:	
<ol style="list-style-type: none"> 1. Certificate of Incorporation from Registrar Of Companies(ROC) along with entire chain of Certificate of Incorporation documents (if applicable) 2. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company 3. Certification on commencement of business if applicable 4. Copy of board resolution authorizing the bid signatory along with notarized power of attorney. Please provide complete chain of documents showing initial delegation by the board and any further sub delegation. 	

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Company name:

Company Seal:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.6 Pre-Bid Queries Format

BIDDER'S REQUEST FOR CLARIFICATION / PRE BID QUERIES			
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S. No	RFP Document Reference(s)(section number/ page)	Content of RFP requiring Clarification	Points of clarification Required
1			
2			



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7 Technical Bid Response Formats

1.7.1 Pre-Qualification Compliance

S. No.	Pre-Q Condition	Description	Required documents
1.	General Requirement	<p>The bidder shall be either:</p> <ol style="list-style-type: none"> 3. System Integrator (SI) OR 4. A consortium of maximum two partners, with the lead partner being referred as a bidder, meeting the following requirements: <ol style="list-style-type: none"> a) The lead partner (in case of a consortium) will be referred to as the Bidder in the entire RFP. b) Both partners should be a company registered in India under the Companies Act, 2013 with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31st March 2017. c) The Consortium can be opted for Hardware/Network components, Supply, Data Center Setup, Commissioning and Operations only d) Agreement between Consortium partners shall be effective from the Bid Submission Date till 6 months of the Project Completion Date. e) The lead partner shall have the back to back agreements for clear role and responsibilities with consortium partner, in respect of commitment to fulfil contractual obligations and shall be submitted along with the bid. The agreement shall also cover the case of dispute of any nature (insolvency, acquisitions, commercial or financial) of the consortium partner. Lead Bidder shall be responsible for receiving notices and communications on behalf of the consortium. 	Annexure : 1.7.2



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S. No.	Pre-Q Condition	Description	Required documents
		<p>f) The consortium shall not include the subsidiary, step down subsidiary, associate, Joint Venture of any of the firms.</p> <p>g) Only the lead partner will submit the bids and sign the contract with CGDA</p> <p>h) The sole responsibility under the contract would be that of the lead partner only. CGDA shall only correspond and hold the lead partner responsible for the execution of the project.</p> <p>i. The lead bidder will be liable for the entire scope of work and risks involved thereof</p> <p>ii. Liability of non-lead bidder is in the scope of work for which they are responsible, along with the lead bidder (the lead bidder still carries the liability for the entire scope of work)</p>	
2.	General requirement	<p>In Case of Sole Bidder:</p> <ul style="list-style-type: none"> • Should be operating as IT System Integrator • Should have Registered Office and Development Center in India. <p>In case of Consortium:</p> <p>Lead Bidder:</p> <ul style="list-style-type: none"> • Should be operating as IT System Integrator • Should have Registered Office and Development Center in India. <p>Consortium Partner:</p> <ul style="list-style-type: none"> • Should be operating as IT System Integrator/IT Service Provider • Should have a registered office in India. 	Annexure : 1.7.2
3.	Business turnover forms IT services	<p>In Case of Sole Bidder: Company Turnover from IT Services should be \geq 100 Crore for 3 years in last 5 financial years.</p> <p>In case of Consortium:</p> <p>Lead Bidder: Company Turnover from IT Services should be \geq 70 Crore for 3 years in last 5 financial years.</p>	Annexure : 1.7.3



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S. No.	Pre-Q Condition	Description	Required documents
		Consortium Partner: Company Turnover from IT Services should \geq 50 Crore for 3 years in last 5 financial years.	
4.	Net worth	The bidder (in case of consortium both partners) should have a positive net worth for last three financial years.	Annexure : 1.7.3
5.	Manpower	In Case of Sole Bidder: Should have at least 100 Permanent IT Professionals on the company payroll as of 31-03-2017. In case of Consortium: Prime Bidder: Should have at least 100 Permanent IT Professionals on the company payroll as of 31-03-2017. Consortium Partner: Should have at least 50 permanent IT Professionals on the company payroll as of 31-03-2017.	Annexure : 1.7.9.12
6.	Blacklisting	The bidder (in case of consortium both partners) should not be banned or blacklisted by any State / Central Government or any Government Institutions in India.	Annexure : 1.7.9.1
7.	Experience in IT Application Development & Implementation	Should have Completed/on-going at least One ICT Systems Development and Implementation Project in India in last 5 years. Project Scope must have: <ol style="list-style-type: none"> 1. Application development/ customization 2. Training service 3. Handholding services 4. Operation and maintenance services Project Value should be: <ul style="list-style-type: none"> - One project of not less than 20 Cr OR - Two projects each of not less than 15 Cr OR - Three or more projects each of not less than 	Annexure : 1.7.4



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

S. No.	Pre-Q Condition	Description	Required documents
		<p>10 Cr</p> <p>On Going Projects: Project should be Live and in Operations & Maintenance phase at least for one year. Govt./PSU Projects: One of the above projects should be for Central/State Govt./PSU</p>	
8.	Experience in Data Center	<p>Should have Completed/on-going at least One Data Center Setup & Commissioning Project in India in last 5 years.</p> <p>Project Scope must have: 1. Hardware/System software/Network components supply 2. Data Center Commissioning & Operations 3. Training service 4. Handholding services 5. Operation and maintenance services</p> <p>Project Value should be: - One project of not less than 15 Cr OR - Two projects each of not less than 10 Cr OR - Three or more projects each of not less than 5 Cr</p> <p>On Going Projects: Project should be Live and in Operations and Maintenance phase at least for one year.</p> <p>Govt./PSU Projects: One of the above projects should be for Central/State Govt./PSU</p>	Annexure : 1.7.5



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S. No.	Pre-Q Condition	Description	Required documents
9.	Experience in Scanning	<p>Should have Completed/on-going at least two scanning Projects in India in last 5 years.</p> <p>Project Scope must have:</p> <ol style="list-style-type: none"> 1. Scanning of Legacy Records at customer location 2. Quality Control Check 3. Meta-Data tagging and Document uploading in Document Management System <p>Project Size should be:</p> <p>- Two projects each of not less than 50 lakhs pages</p> <p>On Going Projects:</p> <p>In case of on-going projects at least 50 Lakhs pages should have been scanned.</p> <p>Govt./PSU Projects:</p> <p>One of the above projects should be for Central/State Govt./PSU</p>	Annexure : 1.7.6
10.	CMM certification	The prime bidder must possess a valid Certification in the Capability Maturity Model Integration (CMMI) level 3 at the time of submission of the bid (the bidder will have to ensure that the certification is valid during the lifecycle of the whole project)	Annexure : 1.7.10
11.	OEM Partner	The prime bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the components offered. The authorization should be submitted for Hardware and Software components offered as a part of this project.	Annexure : 1.7.9.13



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.2 Details of Bidder

(To be submitted on the Letterhead of the bidder)

Details of the bidder Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
ROC Reference No	
Address of the Registered Office in India	
Address of development center	
Location of office in North India	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Certificate of Incorporation from Registrar Of Companies(ROC) along with entire chain of Certificate of Incorporation documents (if applicable)	
b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company	
c) Certification on commencement of business if applicable	
d) Copy of board resolution authorizing the bid signatory along with notarized power of attorney.	
Please provide complete chain of documents showing initial delegation by the board and any further sub delegation.	

Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.3 Financial Information of bidder

(To be submitted on the Letterhead of the bidder)

Financial Information	FY 12 -13	FY 13 -14	FY 14 -15	FY 15 -16	FY 16-17	Supporting document
Annual Turnover (in INR crores)						Relevant extract from P & L
Positive Net Worth (Y/N)						Certificate from auditor
Revenue from IT services (in INR crore)						Certificate from auditor

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Company name:

Company Seal:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.4 Central/State government/PSU /Any Established Business Organisation ICT Systems Development & Implementation

(To be submitted on the Letterhead of the bidder)

Please use separate forms for multiple citations.

Client Information

Name of Client

Name of the person who can be referred to from Clients' side, with name, email and contact number

Project value

Project Details

Brief description of the Project

Month & year of go-live/completion

Scope of work

Supporting Documents

Bidder need to submit anyone or more of the following documents. These supporting document(s) should clearly specify the scope of project, value of the project and project status with month & year of go-live/completion.

1. Client letter
2. Work order/contract copy
3. Completion/go-live certificate
4. Client email

The above document(s) should be duly certified by authorized signatory.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Company name:

Company Seal:



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

**1.7.5 Central/State government/PSU / Any established business organization in India Data
Center Setup & Commissioning Project experience**

(To be submitted on the Letterhead of the bidder)

Please use separate forms for multiple citations.

Client Information

Name of Client

Name of the person who can be referred to from Clients' side, with name, email and contact number

Project value

Project Details

Brief description of the Project

Month & year of go-live/completion

Modules implemented and high level scope of work

Number of users

Supporting Documents

Bidder need to submit any one or more of the following documents. These supporting document(s) should clearly specify the scope of project, value of project, number of users, modules implemented and project status with month & year of go-live/completion.

1. Client letter
2. Work order/contract copy
3. Completion/go-live certificate
4. Client email
5. Latest audit reports

The above document(s) should be duly certified by authorized signatory.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Company name:

Company Seal:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.6 Central/state government/PSU scanning experience

(To be submitted on the Letterhead of the bidder)

Please use separate forms for multiple citations.

Client Information

Name of Client

Name of the person who can be referred to from Clients' side, with name, email and contact number

Project value

Project Details

Brief description of the Project

Month & year of go-live/completion

Scope of work

Supporting Documents

Bidder need to submit anyone or more of the following documents. These supporting document(s) should clearly specify the scope of project, value of the project and project status with month & year of go-live/completion.

1. Client letter
2. Work order/contract copy
3. Completion/go-live certificate
4. Client email

The above document(s) should be duly certified by authorized signatory.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Company name:

Company Seal:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.7 Requirement Compliance Matrix Format

S.no	Requirements	RFP Document	Section	Comply Y/N	Bid Document Section reference
A.	Comprehensive Pension Package				
1.	Functional requirement Specification	Annexure A of Volume - 1	8		
2.	SBI Cash Management Product (CMP)	Annexure A of Volume - 1	9		
3.	Digital Signing	Annexure A of Volume - 1	10		
4.	General Requirements	Annexure A of Volume - 1	11		
5.	Non Functional Requirements	Annexure A of Volume - 1	12		
6.	General Specification	Annexure B of Volume - 1	3.1		
7.	Software Development & Deployment Tools	Annexure B of Volume - 1	3.2		
8.	Document Management System	Annexure B of Volume - 1	3.3		
B.	Data Center				



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

S.no	Requirements	RFP Document	Section	Comply Y/N	Bid Document Section reference
9.	System Software	Annexure B of Volume - 1	3.4		
10.	EMS Software	Annexure B of Volume - 1	3.5		
11.	Security	Annexure B of Volume - 1	3.6		
12.	Hardware Systems	Annexure B of Volume - 1	3.7		
13.	Mini Data Center – Non IT Components	Annexure B of Volume - 1	3.7		
C.	Scanning				
14.	Scanning tool – Indicative Requirements	Annexure C of Volume - 1	3		

Notes

1. In case the requirements are further detailed in the Annexure, the compliance to the requirements in the Volume I will be considered as compliance to the requirements provided and detailed in the Annexure.
2. Where applicable against each requirement, the bidder should provide the proposed solution component with a brief description of how the proposed component(s) meets each of the requirements. In case, an attachment is prepared with the details, provide the reference to the attachment.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

3. Compliance: Most of the requirements in the RFP contain the expected responsibilities of the bidder associated with the Services. These requirements are intended to elicit the concurrence of the bidder that it will perform the requirement as written. If the bidder has read, understood, and will comply with a requirement exactly as written, the bidder should enter a “Y” or “Yes” in the column to indicate that the bidder will comply with the requirement as written.

1.7.8 Personnel Profiles for the project (Format of Profiles)

S. No.	Role	Profile of the Proposed Resource(s)
1.	Project Head	
2.	Solution Architect	
3.	Application Manager	
4.	Domain Expert	
5.	Test lead	
6.	Database lead	
7.	Lead Trainer	
8.	Hardware and Network lead	
9.	Security lead	
	Central Application Support Team	
1.	Application Support Officer	
2.	Manager - L1 & L2	
	Infrastructure, Network Monitoring & Technical Support	
1.	Infrastructure Officer	
2.	Manager - BCP & Disaster Recovery	
	Security Operations	
1.	Security Manager	

Format for the Profiles	
Name of the person (If available)	
Proposed Role in this Project	



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Format for the Profiles	
Current Designation / Job Title	
Current job responsibilities	
Academic Qualifications (include the degree, academic institution, and year of graduation):	
Total number of experience (in years/months)	
Experience in Public Sector / Government Projects (Provide the details of the projects such as project name, customer name, key project features, duration of the project, and status of the project)	
Relevant Experience (ex, full lifecycle from initiation to closure) (Provide the details of the projects such as project name, customer name, key project features, duration of the project, and status of the project)	
Certification in technologies being used in this project	
Honours and awards	



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.9 Undertakings

1.7.9.1 Undertaking of not being black listed

(Company letter head)

[Date]

To

<>

New Delhi -110077

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Company name:

Company Seal:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.9.2 Undertaking on Patent Rights

(Company letterhead)

[Date]

To,

<>

Sub: Undertaking on Patent Rights

Sir,

1. I/We as Service Provider (SP) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment's, systems or any part thereof to be supplied by us. We shall indemnify CGDA against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to CGDA and persons authorized by CGDA, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
3. If it is found that it does infringe on patent rights, I/We absolve CGDA of any legal action.

Yours faithfully,

Authorized Signatory



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.9.3 Undertaking on No Conflict of Interest

(Company letterhead)

[Date]

To,

<>,

New Delhi-110001

Sub: Undertaking on No Conflict of Interest

Sir,

1. I/We as Service Provider (SP) do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the SP or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with CGDA.
2. I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the SP to complete the requirements as given in the RFP. We undertake and agree to indemnify and hold CGDA harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by CGDA and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.4 Undertaking on Non-Malicious Code

(Company letterhead)

[Date]

To,

<>,

New Delhi-110001

Sub: Non-Malicious Code Certificate

Sir,

1. I/We hereby certify that the software being offered / developed as part of the contract does not and will not contain any kind of malicious code that would activate procedures to:
 - a) Inhibit the desired and the designed function of the equipment / solution.
 - b) Cause damage to the user or his equipment / solution during the operational exploitation of the equipment / solution.
 - c) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security.
2. There are / will be no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software offered or software that will be developed.
3. Without prejudice to any other rights and remedies available to CGDA, we are liable under Information Technology Act, 2000 and Indian Penal Code 1860 in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in offered / developed software.

Yours faithfully,

Authorized Signatory

Designation



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.5 Undertaking On Pricing of Items of Technical Response

(Company letterhead)

[Date]

To,

<>,

New Delhi-110001

Sub: Undertaking on Clarifications sent to CGDA

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,

Authorized Signatory

Designation



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.6 Undertaking on Absence of Litigation

(Company letterhead)

[Date]

To,

<>

New Delhi-110001

Sub: Undertaking on Absence of Litigation

Sir,

I/We as Service Provider (SP) do hereby confirm that no claim, litigation, proceeding, arbitration, investigation, inquiry or order from any regulatory authority, or material controversy is pending, has been threatened, or is contemplated which would have a material adverse effect on the Service Provider's ability to enter into the Agreement or provide the Services to CGDA on this Project.

Yours faithfully,

Authorised Signatory

Designation



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.7 Undertaking on Compliance, Sizing of Infrastructure, and Service Level Compliance

(Company letterhead)

[Date]

To,

Director

<>

New Delhi

Sub: Undertaking on Compliance and Sizing of Infrastructure

Sir,

1. I/We as Service Provider do hereby undertake that we have proposed and sized the infrastructure and all software (including licenses) based on information provided by CGDA in its RFP document and in view of Service Level requirements and minimum specifications provided and assure CGDA that the sizing is for all the functionality envisaged in the RFP document.
2. I/We as Service Provider do hereby undertake that the proposed storage (primary and backup) at the Mini Data Center and Disaster Recovery Site as per our sizing will be sufficient to meet the Project's requirements.
3. I/We as Service Provider do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to CGDA.
4. Any augmentation of the proposed solution or storage or sizing of any of the proposed solutions (software, hardware) or resources in order to meet the requirements and/or the requisite Service Level requirements given by CGDA will be carried out at no additional cost to CGDA.

Yours faithfully,

Authorized Signatory

Designation



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.9.8 Undertaking on Deliverables

(Company letterhead)

[Date]

To,

<>

New Delhi

Sub: Undertaking on Deliverables

Sir,

1. I/We as Service Provider do hereby undertake the adherence of CMMi Level X standards to the processes, deliverables/artefacts to be submitted to CGDA.
2. We also recognize and undertake that the Deliverables/artefacts shall be presented and explained to CGDA and other key stakeholders (identified by CGDA), and also take the responsibility to provided clarifications as requested by CGDA.
3. We also understand that the acceptance, approval and sign-off of the deliverables by us will be done by CGDA or CGDA nominated agency. We understand that while all efforts shall be made to accept and convey the acceptance of each deliverable in accordance with the project schedule, no deliverable will be considered accepted until a specific written communication to that effect is made by CGDA.

Yours faithfully,

Authorized Signatory

Designation



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.9 Undertaking on Support to Third Party Audits and Certification

(Company letterhead)

[Date]

To,

<>,

New Delhi-110001

Sub: Undertaking on Support to Third Party Audits and Certification

Sir,

1. I/We as Service Provider understand that third party audits may be carried out on deliverables, processes, applications, infrastructure, and all aspects of the project. Also, third party certification will also be carried out for the final acceptance of each phase in the project.
2. I/We understand that the responsibility to ensure successful third party audit and certification lies with the Service Provider.

Yours faithfully,

Authorized Signatory

Designation



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.9.10 Undertaking on Work Environment and Personnel

(Company letterhead)

[Date]

To,

<>,

New Delhi

Sub: Undertaking on Personnel

Sir,

1. I/We as Service Provider do hereby understand that the onsite team of Service Provider operating out of CGDA premises will be provided only with seating space. Any other requirements such as desktops, software will be Service Provider's responsibility.
2. I/We as Service Provider do hereby undertake that those persons, whose profiles were part of the basis for evaluation of the bids and have been identified as "Key Personnel" of the proposed team for the CPP project, shall be deployed during the Project as per our bid submitted in response to the RFP.
3. We undertake that any of the identified "Key Personnel" shall not be removed or replaced without the prior written consent of CGDA.
4. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by CGDA. CGDA will have the right to accept or reject these substitute profiles.
5. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
6. We acknowledge that CGDA has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of CGDA that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

7. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,

Authorized Signatory

Designation



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.11 Undertaking on Changes to the Contract Clauses

(Company letterhead)

[Date]

To,

<>

New Delhi

Sub: Undertaking on Changes to Contract Clauses

Sir,

1. I/We as Service Provider do hereby acknowledge that we understand that the request for changes to contract clauses and any other terms and conditions in the RFP, submitted in our proposal as per the RFP are just suggestions for change.
2. We understand that it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process will be construed as any commitment from CGDA to consider those suggestions.

Yours faithfully,

Authorized Signatory

Designation



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.7.9.12 Undertaking on Personnel

(To be submitted on the Letterhead of the bidder)

[Date]

To

<>

New Delhi

Sub: Undertaking on Personnel

Dear Sir,

1. We do hereby undertake that those persons whose CV's have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the RFP.
2. We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of CGDA.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by CGDA. CGDA will have the right to accept or reject these substitute profiles.
4. We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
5. We acknowledge that CGDA has the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of CGDA that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

Yours faithfully,

Authorized Signatory

Designation



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.13 Undertaking on proposing COTS product for CPP solution

(To be submitted on the Letterhead of the bidder)

[Date]

To,

<>

New Delhi

Sub: Undertaking on proposing COTS product for CPP solution

Dear Sir,

1. We do hereby propose the COTS product <<Name of COTS product>> for the CPP solution.
2. <<Bidders justification for exclusion of Open Source Software - to be filled in by bidder>>
3. We do hereby enclose the following forms along with supporting documents duly signed by the OEM of the COTS product:
 - a) Organization/Company Details (**Form 1**)
 - b) Financial information (**Form 2**)
 - c) Undertaking by COTS OEM (**Form 3**)
 - d) Central/state government/PSU COTS product implementation experience (**Form 4**)

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.9.14 Undertaking on Extended support

(To be submitted on the Letterhead of the bidder)

[Date]

To,

<>

New Delhi

Sub: Undertaking on Extended Support

We understand that CGDA needs extended support (as per Section No. 10 A of RFP Volume I) and we express our consent to undertake the extended support, based on mutually agreed terms and conditions for the extended period.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Form 1: Details of COTS OEM

(To be submitted on the Letterhead of the COTS OEM)

<Date>

Details of the bidder Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
ROC Reference No	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents:	
<ul style="list-style-type: none">• Certificate of Incorporation from Registrar Of Companies(ROC) along with entire chain of Certificate of Incorporation documents (if applicable)• Copy of board resolution authorizing the OEM signatory	

Signature:

Name of OEM signatory:

Name of Firm:

Address:

Seal/Stamp of COTS OEM:



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

Form 2: Financial Information of COTS OEM

(To be submitted on the Letterhead of the COTS OEM)

<Date>

Financial Information	FY << Enter FY>>	FY << Enter FY>>	FY << Enter FY>>	Supporting document
Annual Turnover (in INR crores)				Certificate from auditor on auditor's letterhead

Signature:

Name of OEM signatory:

Name of Firm:

Address:

Seal/Stamp of COTS OEM:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

From 3: Undertaking by COTS OEM

(To be submitted on the Letterhead of the COTS OEM)

<Date>

1. This is to certify that we are the Original Equipment Manufacturer in respect of the products listed below.

S. No.	Product Name	Version

2. We confirm that <name of SI> ("SI") is a certified partner to provide implementation services of our COTS product <name of COTS product>. The SI <name of SI> has due authorization from us to provide services to CGDA. We further endorse the warranty, technical support and licensing terms required as per this RFP.
3. We confirm that there are no Government restrictions to do business with CGDA with respect to the proposed COTS product. We undertake and agree to indemnify and hold CGDA harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by CGDA, arising directly out of any such restrictions. We would also like to confirm that we are committed to allow and support CGDA to use COTS product notwithstanding any of the OEM country's regulations, restrictions, and sanctions against either CGDA.
4. We hereby declare that the number of COTS core users for our COTS product <name> is at least **30,000 across** the globe. This number does not include users of Employee Self Service.
5. We hereby declare that we have **at least ten implementation partners** in India.
6. We do hereby certify that the IPR of the COTS product customized source code will be in the name of CGDA.
7. We acting in the capacity of the OEM of the proposed the COTS product, have been involved in the sizing of the hardware and all other related equipment for our software proposed by the <<bidder name>> based on information provided by CGDA in the RFP document and assure CGDA that the sizing is appropriate to the best of our knowledge.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

8. We undertake that, if the contract is awarded to the SI/bidder, we will provide support during the implementation, to facilitate, that the solution is implemented following best practices while exploiting all the relevant capabilities offered by the solution, to meet the requirements of the RFP

Signature:

Name of OEM signatory:

Name of Firm:

Address:

Seal/Stamp of COTS OEM:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Form 4: Central/state government/PSU COTS product implementation experience

(To be submitted on the Letterhead of the COTS OEM)

<Date>

Client Information

Name of client

Name of the person who can be referred to from Clients' side, with name, email and contact number

Project Details

Brief description of the Project

Month & year of start of implementation/go-live/completion

Modules implemented and high level scope of work

Value of the project

Number of users

Supporting Documents

COTS OEM need to submit any one or more of the following documents. These supporting document(s) should clearly specify the scope of project, value of project, number of users, modules implemented and project status with month & year of start of implementation/go-live/completion.

1. Client letter
2. Work order/contract copy
3. Completion/go-live certificate
4. Client email

The above document(s) should be duly certified by authorized signatory.

Signature:

Name of OEM signatory:

Name of Firm:

Address:

Seal/Stamp of COTS OEM:



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.7.10 Certifications

(Company letterhead)

(Place)

(Date)

To

<>,

New Delhi

Dear Sir,

We would like to provide/confirm the following information on the quality certification of our organization.

CMMi Level certification details	
Date of issue of certificate	
Scope of Assessment	1. Software development – Yes/No 2. software implementation – Yes/No 3. software maintenance – Yes/No 4. Others- please mention
Validity of the certificate	
Units / Locations certified	
Mandatory Supporting Documents	
Copy of certificate issued by SEI auditors	

Yours faithfully,

Authorized Signatory

Designation



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.8 Commercial Bid Formats

1.8.1 Commercial Bid Covering Letter

(To be submitted on the Letterhead of the bidder)

[Date]

To

<>

New Delhi

Dear Sir,

Ref: Software Development & Implementation of Comprehensive Pension Package and Setup

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the implementation of CPP solution at CGDA. To meet such requirements and to provide services as set out in the RFP following is our quotation summarizing our Commercial proposal.

2. We agree for unconditional acceptance of all the terms and conditions in the RFP and also agree to abide by this bid response for a period of 180 Days from the date fixed for opening the Commercial proposal. Not in sync with earlier defined.
3. We do hereby undertake that Commercial proposal submitted by us is inclusive of all the items in the Technical proposal and is inclusive of all the clarifications provided/may be provided by us on the Technical proposal during the evaluation of the Technical offer.
4. We understand and agree that our Commercial proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial proposal submitted by us.
5. We understand and agree that assumptions made in the bid proposal shall not have any commercial implications.
6. We undertake, if our proposal is accepted, to provide all the services to implement the solution as put forward in this RFP or such modified requirements as may subsequently be mutually agreed between us and CGDA or its appointed representatives.
7. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP issued by any Nationalized Banks or scheduled bank in India, acceptable



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

to CGDA for a sum equivalent to 10% of the total agreement value for the due performance of the agreement.

8. Subject to us being the successful bidder, until a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your Lol, shall constitute a binding agreement between us.
9. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CGDA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CGDA as to any material fact.
10. We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
11. It is hereby confirmed that we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2017**

(Signature) (In the capacity of)

(Name)

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

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.8.2 Bid Summary

The bidder needs to submit the Pricing Summary Sheet without taxes as per the table given below.

S. No.	Description	One time		Year 1		Year 2		Year 3		Year 4		Year 5	
		With Taxes	Without Taxes	With Taxes	Without Taxes	With Taxes	Without Taxes	With Taxes	Without Taxes	With Taxes	Without Taxes	With Taxes	Without Taxes
1.	One time Cost												
2.	Recurring Cost												
3.	Scanning												
4.	Data Entry												
5.	Change Requests												
Total													
Total Bid Value Without Taxes (In words)													
Total Bid Value With Taxes (In words)													



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.8.3 One time cost

1.8.3.1 CPP Application & Training (MS-1, MS-2, MS-3)

CPP Application Development & Training								
S. No	Work item	Make, Model /Version/Product Name (where applicable)	Unit	Quantity	Unit Rate	Total	Tax (%)	Total F=D+(D*E)
			(A)	(B)	(C)	D=B*C	(E)	
1	CPP Software Development							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
	(G) Total							
	Total In Words without Taxes (D)							
	Total In Words with Taxes (F)							

Note: In case particular type of tax is not applicable put zero in column D.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.8.3.2 Data Center 1 – Phase 1 (MS-2, MS-3)

Data Center 1 - Phase1								
S. No	Work item	Make, Model /Version/Product Name (where applicable)	Unit	Quantity	Unit Rate	Total	Tax (%)	Total F=D+(D*E)
			(A)	(B)	(C)	D=B*C	(E)	
1	CPP Application Tools							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
2	COTS Modules							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
3	Database, associated system software, OS and DR Software							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
4	System Software, Hardware Systems & DC NON IT Components							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
5	EMS Software							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
6	Security Software							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
	Total							
	Total In Words without Taxes (D)							
	Total In Words with Taxes (F)							

Note: In case particular type of tax is not applicable put zero in column E.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.8.3.3 Data Center 1 – Phase 2 (MS-4)

Data Center 1 – Phase2								
S. No	Work item	Make, Model /Version/Product Name (where applicable)	Unit	Quantity	Unit Rate	Amount	Tax (%)	Total F=D+(D*E)
			(A)	(B)	(C)	D=B*C	(E)	
1	CPP Application Tools							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
2	COTS Modules							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
3	Database, associated system software, OS and DR Software							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
4	System Software, Hardware Systems & DC NON IT Components							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
5	EMS Software							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
6	Security Software							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
	Total							
	Total In Words without Taxes (D)							
	Total In Words with Taxes (D)							

Note: In case particular type of tax is not applicable put zero in column E.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.8.3.4 Data Center 2 (MS-2, MS-3)

Data Center 2								
S. No	Work item	Make, Model /Version/Product Name (where applicable)	Unit	Quantity	Unit Rate	Amount	Tax (%)	Total F=D+(D*E)
			(A)	(B)	(C)	D=B*C	(E)	
1	System Software, Hardware Systems & DC NON IT Components							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
2	EMS Software							
	<<Components as per Bill of material (Insert rows as per requirement)>> <<Components as per Bill of material (Insert rows as per requirement)>>							
3	Security Software							
	<<Components as per Bill of material (Insert rows as per requirement)>>							
	Total							
	Total In Words without Taxes (D)							
	Total In Words with Taxes (F)							

Note: In case particular type of tax is not applicable put zero in column E.



S. No.	Category (AMC/ATS/ Manpower)	Description	Rate (A)	AMC Yr 1 Amount (B)	AMC Yr 2 Amount (C)	AMC Yr 3 Amount (D)	AMC Yr 4 Amount (E)	AMC Yr 5 Amount (F)
	Total							
	Total (In Number) without Tax (B+C+D+E+F)							
	Total (In Words) without Tax (B+C+D+E+F)							

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**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.8.5 Scanning

S. No	Work item	Unit	Quantity (A)	Unit Rate (B)	Total $C = A * B$	Tax % (D)	Total $E = C + (C * D)$
1	Document Scanning & uploading to DMS (2 Lakh Binders. 350 Pages/ Binder)	Job (No of Pages)	7 Crores				
2	Tagging of already scanned documents and uploading to DMS	Job (No of Pensioners)	11 Lakh				
	Total In Number without Taxes (C)						
	Total In Number with Taxes (E)						

Note: In case particular type of tax is not applicable put zero in column D.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.8.6 Data Entry

S. No.	Work item	Unit	Quantity (A)	Unit Rate (B)	Amount $C = A * B$	Tax (%) (D)	Total $E = C + (C * D)$
1.	Data entry (Sanction - 2006-2017 Pensioners) - 20 Fields, Quality check for DPDO pensioners	Job (No of Pensioners)	4,50,000				
2.	Data entry (Sanction) - 100 Fields, Quality check (Treasury Pensioners)	Job (No of Pensioners)	62,000				
3.	Data entry (Court case judgement) - 100 Fields, Quality check	Job (No of Pensioners)	21,000				
	Total In Number without Taxes (C)						
	Total In Number with Taxes (E)						

Note: In case particular type of tax is not applicable put zero in column D.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.8.7 Change Requests

S. No.	Description	Value
A.	Minimum Man months	500
B.	Rate (Per man month)	
C.	Total = A*B	
D.	Tax %	
E.	Total = C + (C*D)	
F.	Total In Words without Taxes (C)	
G.	Total In Words with Taxes (E)	

Note:

In case particular type of tax is not applicable put zero in column D.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.9 Performance Bank Guarantee

[Date]

From:

Bank _____

To,

<>

New Delhi

Dear Sir,

1. Whereas CGDA has issued the notice of award _____ dated _____ (hereinafter referred to as the said Letter of Award or LoA) to M/s _____, hereinafter referred to as the "SP" and the SP has undertaken to produce a Performance bank guarantee for 10 % of total Contract value amounting to _____ secure its obligations to the Defence Accounts Department. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the SP that, in the event that you declare to us that the services have not been rendered according to the Contractual obligations under the contract between CGDA and SP (hereinafter referred to as the said Contract), we will pay you forthwith on demand and without demur, all and any sum up to a maximum of Rupees _____ (Rupees _____ only). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment forthwith upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the SP, indulgence to the SP by you, or by any alterations in the obligations of the SP or by any forbearance whether as to payment, time performance or otherwise. Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, , will be valid, binding and conclusive on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

3. In no case shall the amount of this guarantee be increased.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

4. This guarantee shall remain valid till 90 days beyond duration of the contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder. This Performance Bank Guarantee shall be in addition to and not in substitution or in derogation of any other security held by you to secure the performance of the obligations of our constituent under the Contract.
6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s_____.
7. Notwithstanding anything contained herein above:
- a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs._____ (Rupees_____ only)
- b) This Guarantee shall remain in force up to and including _____.
- c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of CGDA under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

Yours faithfully,

For _____ Bank

(Authorised Attorney)

Place: _____

Date: _____

Seal of the Bank



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

1.10 Integrity Pact

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented by Joint Secretary & Acquisition Manager CGDA /, Ministry of Defence, Government of India, hereinafter referred to as Buyer and the first party, proposes to implement Project “Development & Implementation of Comprehensive Pension Package And Data Center Setup”, hereinafter referred to as CPP Project, and M/s _____, represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.
2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enabling the Buyer to implement the desired CPP Project a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - b) Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

Commitments of the Buyer

4. The Buyer commits itself to the following:
 - a) The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - b) The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
 - c) All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:
 - a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

- b) The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or forbearing to show favour or dis-favour to any person in relation to the Contract or any other Contract with the Government.
- c) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract
- d) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- e) The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/ integrator/ authorized government sponsored export entity of the components used in CPP Project and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way recommend to the Buyer or any its functionaries, whether officially or unofficially to the award of the contract to the Bidder , nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intersection, facilitation or recommendation
- f) The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- h) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- i) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Integrity Pact Bank Guarantee (IPBG)

- a) Every bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of One Crore in favour of the Buyer in Indian Rupees only.

Guarantee will be from an Indian Public Sector Banks promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A Bank Guarantee format is enclosed at Annexure 1.11.

- b) The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended up to the satisfactory completion of the contract. Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- c) In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance-cum-Warranty Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- d) The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance-cum-Warranty Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- e) No interest shall be payable by the Buyer to the Bidder(s) on IPBG for the period of its currency.

9. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation

- a) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - ii. The IPBG / Performance-cum-warranty Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- iv. To recover all sums already paid by the Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and Performance-cum-Warranty Bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- vi. To cancel all or any other Contracts with the Bidder.
- vii. To debar the Bidder from entering into any bid from the Government for India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling the tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- x. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - xi. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- b) The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

- a) The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system of sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.
- b) The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

- a) The Buyer has appointed Independent Monitors for this Pact (<<Names and Addresses of the Monitors to be given in RFP>>).
- b) As soon as the integrity pact is signed, the buyer shall provide a copy thereof, along with a brief background of the case to the Independent Monitors.



Request for Proposal For Selection of Agency For Development & Implementation of Comprehensive Pension Package And Data Center Setup (Volume 2)

- c) The bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.
- d) If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent Monitors for their comments/enquiry.
- e) If the Independent Monitors need to peruse the relevant records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent Monitors.
- f) The report of enquiry, if any, made by the Independent Monitors shall be submitted to the head of the Acquisition Wing of the Ministry of Defence, Government of India for a final and appropriate decision in the matter keeping in view the provision of this pact.

13. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

15. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

1.11 Integrity Pact Bank Guarantee

FORMAT OF INTEGRITY PACT BANK GUARANTEE (IPBG)

In consideration of President of India (hereinafter called the Government) represented by Joint Secretary and Acquisition Manager , CGDA, Ministry of Defence, on the first part and M/s _____ of _____ (hereinafter referred to as Bidder) on the Second Part, having agreed to accept a sum of Rs. _____ in the form of Bank Guarantee towards Integrity Pact for the Request for Proposal for procurement _____ of _____ we _____ (Name of the Bank), (hereinafter referred to as the Bank), do hereby undertake to pay to the Government on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding ₹ _____ (₹ _____) and the guarantee will remain valid upto and including 45 days after the validity of the commercial offer i.e _____ (date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the buyer.

We undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer.

No interest shall be payable by the Government to the Bidder (s) on the guarantee for the period of its currency.

Dated this _____ day of _____ 2013.

For the Bank of _____

(Agent / Manager)



**Request for Proposal For Selection of Agency For
Development & Implementation of Comprehensive Pension Package
And Data Center Setup (Volume 2)**

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End of Volume 2