



**Request for Proposal (RFP)
for
Selection of Consultant
for setting up Project Monitoring Unit for
providing implementation and monitoring
support of GSWS IT systems for Gram
Volunteers / Ward Volunteers and Village
Secretariats / Ward Secretariats Department,
Government of Andhra Pradesh**

August 2020

Tender Notice no: 1/11/564/2020-MLO1, dated: 08.08.2020

**Andhra Pradesh Gram Volunteers/ Ward Volunteers and
Village Secretariats/ Ward Secretariats Department
[GSWSD],**

SPs River View Apartment, NH 16
Service Rd, near Manipal Hospital,
Tadepalli, Andhra Pradesh 522501

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LIST OF ABBREVIATIONS

Sr. No	Abbreviation	Description
1	AP	Andhra Pradesh
2	BG	Bank Guarantee
3	CA	Chartered Accountant
4	Cr	Crores
5	DD	Demand Draft
6	EMD	Earnest Money Deposit
7	GOAP	Government of Andhra Pradesh
8	GOI	Government of India
9	GST	Goods and Services Tax
10	INR	Indian Rupee
11	L1	Lowest Financial Bidder
12	LOA	Letter of Award
13	MOU	Memorandum of Understanding
14	PSU	Public Sector Unit
15	RFP	Request for Proposal
16	Rs.	Rupees
17	TIA	Tender Inviting Authority

1. PROPRIETARY & CONFIDENTIAL

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of GSWSD except to the extent required for submitting the bid and no more. The guidelines referred are indicative and the bidder is bound by other appropriate guidelines related to the subject.

The information contained in this tender document (the "Tender Document") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the GSWSD or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is neither an offer nor invitation by GSWSD to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their technical and financial proposals ("Bid(s)") pursuant to this Tender Document.

2. DISCLAIMER

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant

upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

3. Request for Proposal

Dear Sir/Madam

Sub: GSWS – Selection of Consultant for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department, Government of Andhra Pradesh – Reg

You are hereby invited to submit your proposal to GSWS.

Table 1: Bid data sheet of the RFP

1.	Tender Document No.	
2.	Name of the consultancy assignment	Selection of Consultant for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department, Government of Andhra Pradesh
3.	RFP Issue Date	08.08.2020
4.	Bid documents downloadable from	08.08.2020, 3.00 PM Onwards
5.	Pre-Bid Conference Date	17.08.2020 at 2:00 PM on virtual platform. Pre-bid queries may send to mail id: tenders.gsws@gmail.com by 18.08.2020 5.00PM
6.	Response to queries by GSWS	22.08.2020 by 5:00 PM
7.	Last date & time for Download the Bid Document	25.08.2020 by 2:00 PM

8.	Last date & time for submission of Proposal (Bid Due Date) (BDD)	On or before 25.08.2020 by 3:00 PM at the e- Procurement Portal of AP
9.	Date & time for opening of pre-qualification/ Technical Proposal	At 4:00 PM on 25.08.2020
10.	Date and Time of opening of the financial proposal	Will be communicated later
11.	Bid Document Fee (Non-Refundable)	<p>Rs.5,000/- (Rupees Five Thousand only) DD in the name of Commissioner, GSWSD payable at Vijayawada. The original DD should be submitted to GSWSD before opening of the Pre- Qualification Bid.</p> <ol style="list-style-type: none"> 1. Bank A/c. No.: 630601172580 2. IFSC Code: ICIC0006306 3. Bank Name: ICICI 4. MICR Code: 520229002
12.	Earnest Money Deposit (EMD) (Refundable)	<p>Rs.50,00,000/- (Rupees Fifty Lakhs only) The vendor should submit EMD for the Schedules as given below and valid up to 180 days from the date of bid opening in the form of Bank Guarantee (BG) specific to this tender in favor of The Commissioner, GSWSD. The scanned copy of BG should be uploaded on e-procurement website. The Original Copy of BG should be submitted to GSWSD before opening the Technical-Qualification Bid. Rotational BG is not acceptable.</p> <p>Bidder can also pay EMD through online payment method. Online payment can be made via NEFT/ Credit/ Debit Card at https://tender.approcurement.gov.in</p>

13.	Transaction Fee	<p>Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25,000/- if the purchase value is above Rs.50 crores & service tax applicable @ 15% / as levied by Govt. of India on transaction fee through online in favour of Commissioner, GSWS.</p> <p>The amount payable to GSWS is non-refundable.</p> <p>Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favour of Commissioner, GSWS, SPs River View Apartment, NH 16 Service Rd, near Manipal Hospital, Tadepalli, Andhra Pradesh 522501, towards corpus fund at the time of concluding agreement.</p>
14.	Validity of the proposal	180 days from the Bid Due Date (BDD)
15.	Letter of Award (LoA)	Within 7 days of opening of Financial proposal
16.	Signing of Agreement	Within 7 Days of LoA
17.	Term of the contract	1 year extendible upon satisfactory performance and mutual agreement
19.	Procedure for bid submission	<p>Bids shall be submitted online on https://tender.apecurement.gov.in platform</p> <ol style="list-style-type: none"> The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website https://tender.apecurement.gov.in Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital Certificates.

		<p>3. The bidders who are desirous of participating in the tender process shall submit their Pre-Qualification bids, technical bids and price bids as per the standard formats available at the procurement website.</p> <p>4. The bidders should sign, scan and upload the respective documents in Technical bid and Financial documentation as detailed at Appendix – I, Appendix II and Appendix III of the RFP including EMD. The bidders shall sign & affix stamp on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.</p> <p>The rates should be quoted online only</p>
20.	Contact officers	<p>1. Mr. I. Swaroop, SPO Trainings, GSWS Dept Email: tenders.gsws@gmail.com Mobile: 9000335157</p> <p>2. Mr. Venkat Reddy Email: vswsdept@gmail.com Mobile: 9491478872</p>

If your firm is interested in participation, please visit the web site at <https://tender.apecurement.gov.in>. The processing fee is payable only when you indent full copy of the bid document and for participation in tender.

Commissioner,
GSWSD

4. INTRODUCTION

4.1 Background

4.1.1 Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department, Government of Andhra Pradesh, invites Tender for providing implementation and monitoring support of GSWS IT systems.

Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department endeavors to provide last mile services with the help of Gram or Ward volunteers. These resources have been extremely useful during the difficult time of COVID-19 outbreak. COVID-19 is a pandemic that has affected every state in India. During this outbreak, the Gram Volunteers or Ward Volunteers have helped in providing door to door services in all the districts of Andhra Pradesh. The services include distribution of Rice Cards, COVID related supplies, masks distribution.

The key objective of the Department is as follows:

- A. Effective implementation of welfare programmes
- B. Delivery of services at the doorstep of citizens in a transparent and corruption free manner
- C. Effective coordination among the functionaries in village/ ward secretariat by mustering support from the connected departments.
- D. Intensive, integrated and Comprehensive Training to all functionaries in Village/Ward Secretariats including volunteers.
- E. Effective participation of all related departments in village and ward planning and its implementation.
- F. Proper infrastructural facilities to both Village and Ward Secretariats.
- G. Well-defined Manual with Clear Job Charts to all functionaries for smooth functioning of Secretariat.
- H. Fund flow through online and proper accounting system is adopted.
- I. Suitable Mechanism for convergence of CBOs with Secretariats.
- J. Effective online monitoring system to ensure effective delivery of services.
- K. Generation of Real time MIS reports to take appropriate decisions at Government level.

4.1.2 Almost 2.5 lakhs of such Gram or ward volunteers of Andhra Pradesh are

dedicatedly working to fight the current situation in the states. Each volunteer is expected to visit almost 50 households to provide such essential services ("**Services**"). Due to such large number of human resources, there is a dire need to streamline their work with the help of an IT Project Monitoring Unit. An experienced consulting firm comprising requisite experts in this field can contribute significantly in the composition and management of such delivery of services. The role of the PMU selected through this RFP shall be to conceptualize, plan, monitor, direct, supervise, evaluate and manage the services of MSP, other IT initiatives / projects of GSWS.

- 4.1.3 In pursuance of the above, Authority has decided to engage a consultant for setting up a Project Monitoring Unit for providing implementation and monitoring support GSWS IT Systems for a period of 12 months, which may be extended year on year basis based on the requirement. The compensation of the PMU shall be increased by 5% every year, if extended. The terms of reference for the consultant is specified at Schedule-1 (the "**TOR**").
- 4.1.4 Within 15 days after the Agency's receipt of notification of award of the Contract, the Agency shall furnish performance security (5% of the total contract value) in the form of bank guarantee in favor of the contracting authority. This performance security will not carry any interest and will be with the contracting authority during the Agreement period. This shall be furnished as per the prescribed format given under Appendix III, within a period of 15 (fifteen) days of issue of Notice for Award of Contract, failing which the EMD shall be forfeited.

4.2 Request for Proposal

The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

4.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified in the RFP.

4.4 Validity of the Bids

The Proposal shall be valid for a period of as per the Clause 3 of the Table 1 – of this RFP. In exceptional circumstances, prior to the expiry of the original proposal validity period, GSWS may request firms to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, firms will not be permitted to modify their bids submitted already.

4.5 Brief description of the Selection Process

The Authority has adopted two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids to be submitted in the portal at <https://tender.apecurement.gov.in> ("**e- Procurement Portal**").

All proposals will be evaluated and shortlisted as per the technical scores. The bidders whose technical scores are atleast 60 will be considered. Among such bidders whose scores have crossed 60, the bidder with highest marks will be considered for award of work. The financial value of the bid, shall however be as per the rates fixed by GSWS, which are provided at APPENDIX II.

4.6 Payment to Consultants

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant. The fee shall be quoted in INR only.

4.7 Penalty clause

The deficiency on the part of firm/consultant may attract notices or suitable penalty of certain percentage (not exceeding 5%) of monthly payment of the person /persons as decided by the Government.

However, GSWS shall communicate the deficiency in writing to the Firm and upon receipt of the memorandum on deficiency, the Firm shall furnish its reply within 7 days of receipt of such memorandum. Upon receipt of reply from the Firm, the decision of the Department shall be final, undisputable and binding.

4.8 Duration

The tenure of the contract will be for a period of 1 (one) year from the date of signing of the contract and may be extended based on the requirement as decided by the Department.

4.9 Force Majeure

- i. For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Bidder's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Bidder or such Bidder's Experts, Sub-

consultants or agents or employees, nor (ii) any event which a diligent Bidder could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

4.10 Communications

- 4.10.1 All communications should be addressed to:

Commissioner,
SPs River View Apartment, NH 16 Service
Rd, near Manipal Hospital, Tadepalli, Andhra
Pradesh 522501
Phone No.: +91-9502399609
Email: vswsdept@gmail.com
The Official Website of the GSWS is:
[https://gramawardsachivalayam.ap.gov.in/
GSWS/Home/Main](https://gramawardsachivalayam.ap.gov.in/GSWS/Home/Main)

- 4.10.2 All communications should contain the following information, to be marked at the top in bold letters:

"Selection of Consultant for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department, Government of Andhra Pradesh"

5. INSTRUCTIONS TO FIRMS

A. General

5.1 Scope of the Proposal

- 5.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the "Sole Firm") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm participating in the Selection Process. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 5.1.2 Applicants are advised that the selection of the Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 5.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.

5.2 Key Personnel

The Consultant's team ("**Project Monitoring Unit**") shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

S. No	Designation	Number of resources	Minimum Years of Experience/ Educational Qualification
1.	Project Manager (Process & IT Expert)	1	(10 years & above) B.Tech / B.E. and MBA / Postgraduate With experience in managing large scale IT Project Monitoring and Management Unit for a State or National level. Should be able to interact and monitor various types of IT vendors/ System Integrators w.r.t. quality of the deliverables and guide the vendors/ integrators towards resolving the issues involved in implementation. Should have a thorough understanding department at state level and type of services delivered to the citizens.
2.	IT Solutions Architect	2	(10 years & above) B.Tech / BE / B.Sc

S. No	Designation	Number of resources	Minimum Years of Experience/ Educational Qualification
			With experience in architecting projects (Modular/ SOA/ Micro services), including design of underlying IT sub systems, their integration using state of the art products and technologies (COTS/ Bespoke) from both open source and other commercial technology stack in IT PMU for State or National level Government departments. Should be able to interact and monitor various types of IT vendors/ System Integrators.
3.	IT Hardware Expert	1	(10 years & above) B.Tech / BE / B.Sc With experience in sizing of the solution, including finalization of specifications, running BID process, overseeing system integration, monitoring implementation of large scale deployments, spanning 2 to 3 years in IT PMU for State or National level Government departments. Expert should also be conversant with overall process design, software development methodologies. Should be able to interact and monitor various types of IT vendors/ System Integrators.
4.	IT Business Analyst	5	(3 years & < 6 years) B.Tech / B.E. and MBA / Postgraduate With experience in studying the processes, evaluating documentation of IT systems such as (Functional and System Requirement Specifications, Standard Operating Procedures etc.) in IT projects PMU for State or National level Government departments. Should be able to interact and monitor various types of IT vendors/ System Integrators. Should have experience of undertaking data analytics from the perspective of design of dashboards and citizen portal.

NOTE:

1. Bidder may be asked to cut down resources from one designation and add resources to other designation mentioned in the table above as per the requirement of Authority. In such a scenario, Bidder will be given 30 days to find the suitable manpower resource(s).
2. Authority may ask the bidder to deploy resources as required from time to time or as and when deemed necessary by the Authority.

5.3 Deliverables

The deliverables shall include the following –

S. No.	Consultancy Stream	Deliverable
1.	Program Management Unit	Should undertake conceptualization, analysis and provide direction regarding development of IT systems in line with Terms of Reference of this RFP. Monthly Report containing review, analysis of works done by the IT Organizations engaged by GSWSD on periodic basis and to the satisfaction of GSWSD.

NOTE:

1. Monthly Report must be submitted and approved by the Authority.
2. Any new/ additional item identified / to be undertaken by PMU during the course of a month will be added as per direction of authorized Authority.

5.4 Conditions of Eligibility of firm

5.4.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

5.4.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

S. No	Minimum Eligibility Criteria	Supporting Documents
1	The Firm should be a registered Company/Partnership Firm/LLP under the Indian companies Act 2013 or Partnership Act 1932, with at least 5 years of presence in India as on 31 st March 2020	<ol style="list-style-type: none"> 1. Certificate of Incorporation / Registration 2. Company PAN Card
2	Firm should not be debarred/blacklisted by any Central/State Government in India	Self-Declaration on the company Letter Head
3	The bidding firm must have a positive net worth for the last 3 (three) financial years and average annual turnover of Rs.50 Crore or above in the last three financial years (2017-18, 2018-19 and 2019-20) from the consulting/ advisory services.	<ol style="list-style-type: none"> 1. Chartered Accountant Certification 2. Audited balance sheets, profit & loss statements

S. No	Minimum Eligibility Criteria	Supporting Documents
	The consulting services revenue shall however exclude any sale / supply of equipment /product/software, etc.	
4	The firm should have been engaged as consultant / PMU for monitoring IT implementations for atleast 2 projects with State / Central Government Agencies in India in the last 3 years, with a value of each assignment of atleast 2 crores.	Letter from the authorized signatory of the bidder along with the copy of relevant pages indicating the scope and whether the project is completed or ongoing Documentary evidence from bidder (Copy of Client certificate or Purchase order or Contract) indicating the role of the bidder

- 5.4.3 **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (5.4.4) below.
- 5.4.4 **Conditions of Eligibility for Key Personnel:** Please refer to Sec 5.2
- 5.4.5 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors¹ stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 5.4.6 The Applicant should submit a Power of Attorney as per the format provide in RFP. However, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 5.4.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making-due provision for incorporation of the requested information.

¹ No separate annual financial statements should be submitted

5.5 Conflict of Interest

- 5.5.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 5.5.2 The Authority requires that the Consultant provides professional, objective and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 5.5.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process if:
- a. The Applicant, its Associates (or any constituent thereof) and any other Applicant, its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant, its Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 5.4.3.1, (a) indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - b. A constituent of such Applicant is also a constituent of another Applicant; or

- c. Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f. There is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g. A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h. the Applicant, its Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not

being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 5.5.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 5.5.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

5.6 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application.

5.7 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

5.8 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

5.9 Acknowledgement by Applicant

5.9.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 5.3 and 5.4 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 5.3 and 5.4 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

5.9.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

5.10 Right to reject any or all Proposals

5.10.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

5.10.2 Without prejudice to the generality of Clause 5.10.1, the Authority reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or discovered, or
- b. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the

next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

5.11 Contents of the RFP

5.11.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 5.13:

Request for Proposal

- a. Introduction
- b. Instructions to Firm
- c. Criteria for Evaluation
- d. Fraud and corrupt practices
- e. Pre-Proposal Conference
- f. Miscellaneous

Schedules

1. Terms of Reference
2. Guidance Note on Conflict of Interest
3. Appendices

Appendix – I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Format for Self- Declaration on Blacklisting
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Particulars of Key Personnel
- Form 7 : Abstract of Eligible Assignments of the Applicant
- Form 8 : CVs of Professional Personnel

Appendix – II: Financial Proposal

- Form9 : Covering Letter
- Form10 : Financial Proposal

Appendix – III:

Bid Security (EMD) Format

Bank Guarantee Format

5.12 Clarifications

- 5.12.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing or in email to email id provided in Request for Proposal before the date mentioned in the Schedule of Selection Process. The envelopes or email (in the "Subject Line") shall clearly bear the following identification :

*"Queries/Request for Additional Information concerning RFP for
"Selection of Consultant for setting up Project Monitoring Unit
for providing implementation and monitoring support of GSWs
IT systems of Gram Volunteers / Ward Volunteers & Village
Secretariats / Ward Secretariats Department"*

- 5.12.1 The queries should necessarily be submitted in the following format:

S. No.	RFP Document References (Section & Page No.)	Content of RFP requiring clarifications	Points of Clarifications/ Queries
1.			
2.			
3.			

The Authority shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the BDD. The Authority will post the reply to all such queries on the e-Procurement Portal.

- 5.12.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

5.13 Amendment of RFP

- 5.13.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and post it on the e-Procurement Portal and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

- 5.13.2 All such amendments may be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the e-Procurement Portal along with the revised RFP containing the amendments and will be binding on all Applicants.

- 5.13.3 In order to afford the Applicants a reasonable time for considering an

amendment, or for any other reason, the Authority may, in its sole discretion, extend the BDD.

C. Submission of Proposal

5.14 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

5.15 Format and signing of Proposal

5.15.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects and which are submitted on the e-Procurement Portal on or prior to the BDD. Incomplete and /or conditional Bids or Bids not submitted online on e-Procurement Portal shall be rejected.

5.15.2 The Bidders shall submit both the Technical Proposal as well as the Financial Proposal, along with all the annexures thereto, on the e- Procurement Portal. Each page of the Proposal shall be signed digitally by the Bidder. The Bidders shall complete uploading their Proposals by signing with Class III - Digital Signature Certificates, upon uploading the soft copy of the Technical Proposal and the Financial Proposal to the e-Procurement Portal.

5.15.3 The Proposals must be digitally signed by the authorized representative (the “Authorized Representative”) as detailed below

- a. By a partner, in case of a partnership firm and/or a limited liability partnership; or
- b. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation ;or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I shall accompany the Proposal (if required).

5.15.4 Applicants should note the BDD, as specified in the RFP, for submission of Proposals.

5.15.5 Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of BDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.16 Technical Proposal

- 5.16.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").
- 5.16.2 While submitting the Technical Proposal on the e-Procurement Portal, the Applicant shall, in particular, ensure that:
- a. All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - b. Power of attorney, if applicable, is executed as per Applicable Laws;
 - c. CVs of all Key Personnel have been included;
 - d. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down of the RFP;
 - e. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - f. The CVs have been recently signed and dated and countersigned by the Applicant.
 - g. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - h. Key Personnel proposed have good working knowledge of English language;
 - i. Key Personnel would be available for the period indicated in the ToR;
 - j. No Key Personnel should have attained the age of 75 years at the time of submitting the proposal;
 - k. The proposal contains proof of payment of document fee i.e., copy of RTGS /NEFT slip or scanned copy of demand draft, as applicable; and
 - l. scanned copy of EMD is enclosed with the proposal.
- 5.16.3 Failure to comply with the requirements spelt out in this RFP shall make the Proposal liable to be rejected.
- 5.16.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 5.16.5 Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 5.16.6 The proposed team shall include experts and specialists (the "Professional Personnel") in their respective areas of expertise and

managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in this RFP shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format of Appendix-I.

- 5.16.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant in the form of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 5.16.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 5.16.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

5.17 Financial Proposal

- 5.17.1 Applicants shall submit the financial proposal on the e-Procurement Portal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and digitally signed by the Applicant's

Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

5.17.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.

5.18 Submission of Proposal

- 5.18.1 The Applicants shall submit the Technical Proposal and Financial Proposal online on the e-Procurement Portal on or before the stipulated time on the BDD. Each page of the submission shall be digitally signed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from e-Procurement Portal, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 5.18.2 The Technical Proposal shall be submitted online and uploaded on the e- Procurement Portal. For the online submission, each page of the Technical Proposal, including the annexures thereto, shall be signed digitally by the authorized signatory of the Applicant. The Applicants are required to sign their Bids using Class III - Digital Certificates at the time of uploading the soft copy of the Technical Proposal.
- 5.18.3 The Financial Proposal shall be submitted online on the e-Procurement Portal only in the format provided on the e-Procurement Portal. Physical hard copy submission of the Financial Bid shall lead to the Bid being declared as non-responsive. Upon uploading the Financial Bid on the e-

Procurement Portal, the Bidders shall be required to sign and encrypt using Class III- Digital Certificates.

- 5.18.4 The completed Proposal must be delivered on or before the specified time on BDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 5.18.5 The Applicants shall submit the Demand Draft for document fee and EMD in original hardcopy to the contact person as detailed in the RFP on or before the specified time on BDD.
- 5.18.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 5.18.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

5.19 Proposal Due Date

- 5.19.1 Proposal should be submitted on or before BDD specified time in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 5.19.2 The Authority may, in its sole discretion, extend the BDD by issuing an Addendum in accordance with RFP uniformly for all Applicants.

5.20 Late Proposals

Proposals received by the Authority after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected.

5.21 Modification/substitution/ withdrawal of Proposals

- 5.21.1 The Applicant may modify, substitute or withdraw its Bid prior to BDD on the e-Procurement Portal. However, no Bid shall be modified, substituted or withdrawn by the Bidder on or after the BDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.
- 5.21.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

5.22 Forfeiture of Performance Security

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as

the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 7.1 of this RFP;
- (b) If the Applicant is found to have a Conflict of Interest as specified in Clause 5.5; and
- (c) If the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

5.23 Evaluation of Proposals

- 5.23.1 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 5.21 shall not be opened.
- 5.23.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - 1. The Technical Proposal is received in the form specified at Appendix- I;
 - 2. it is received by the BDD including any extension thereof pursuant to Clause 5.19;
 - 3. it is submitted on the e-Procurement Portal as stipulated in Clauses 5.16 and 5.17;
 - 4. It is accompanied by the Power of Attorney as specified in the RFP
 - 5. it contains all the information (complete in all respects) as requested in the RFP;
 - 6. the original hard copy of the demand draft is submitted to the Authority as stipulated in RFP on or before stipulated time on the BDD;
 - 7. the original hard copy of the EMD is submitted to the Authority as stipulated in RFP on or before stipulated time on the BDD;
 - 8. it does not contain any condition or qualification; and
 - 9. it is not non-responsive in terms hereof.
- 5.23.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 5.23.4 The Authority shall subsequently examine and evaluate Proposals in

accordance with the Selection Process specified in RFP and the criteria set out in Section 6 of this RFP.

- 5.23.5 Applicants are advised that Selection shall be entirely at the discretion of the Authority.

Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

- 5.23.6 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

5.24 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained as a professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

5.25 Clarifications

- 5.25.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 5.25.2 If an Applicant does not provide clarifications sought under Clause 5.25.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E.APPOINTMENT OF CONSULTANT

5.26 Negotiations

- 5.26.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as understanding of the RFP, methodology and quality of

the work plan shall be discussed during negotiations. A Key Personnel who did not score 50% (fifty per cent) marks as required under Clause 6 "Criteria for Evaluation" shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

5.26.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

5.26.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

5.27 Substitution of Key Personnel

5.27.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Experts as the ranking of the Applicant is based on the evaluation of the Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if ANY Expert is not available for reasons of any incapacity or due to health or due to leaving the job, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

5.27.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health.

Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

5.28 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

5.29 Award of Consultancy

After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Applicant is not received by the stipulated

date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoA and the next highest-ranking Applicant may be considered.

5.30 Execution of Agreement

After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in table 1. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

5.31 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in table 1 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LoA or the Agreement, as the case may be, may be cancelled / terminated.

5.32 Proprietary data

Subject to the provisions of Clause 'Confidentiality', all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

5.33 Termination

The consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

6 CRITERIA FOR EVALUATION

6.1 Evaluation of Technical Proposals

- 6.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of ToR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S).
- 6.1.2 Each Key Personnel must score a minimum of 50% marks except as provided herein. In case the Selected Applicant has one Key Personnel, who scores less than 50% (fifty per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 50% (fifty per cent) or above.

6.1.3 The scoring criteria to be used for evaluation shall be as follows.

Table 6.1.3 (A) Applicant Technical Evaluation		
Item Code	Minimum Eligibility Criteria	Maximum Marks
1.	Relevant Experience of the Applicant	10
1.(A)	Relevant Experience of the Applicant	5*
1.(B)	Turnover and financial capacity of firm	5**
2.	Relevant Experience of Key Personnel	70@
2.(A)	Project Manager (Process & IT Expert)	16
2.(B)	IT Solutions Architect	15
2.(C)	IT Hardware Expert	15
2.(D)	IT Business Analyst (3 resources)	24
3.	Approach & Methodology 1. Understanding of Government Service Delivery in the last mile 2. Technology application and various models adopted by Governments in India 3. Key Challenges in Technology Development by GSWSD 4. Overall Project Development timelines and phasing 5. Reporting and Project Governance Approach and Methodology shall be in the form of a presentation to be made to the committee of GSWSD. No submission is required in the technical proposal. Committee will also take the interviews of the various key personnel proposed by the applicant.	20\$
Grand Total		100

Table 6.1.3 (B) Applicant Technical Evaluation Criteria

S. No.	Evaluation Criteria	Minimum Eligibility Criteria	Maximum Marks	Marking Scheme	Supporting Documents
1.	Relevant Experience of the Applicant	The firm should have been engaged as consultant / PMU for monitoring IT implementations for atleast 2 projects with State / Central Government Agencies in India in the last 3 years, with a value of each assignment of atleast 2 crores.	5	<ul style="list-style-type: none"> • 5 or more projects – 5 marks • 4 projects – 4 • 2-3 projects – 3 marks 	Work Orders and Completion Certificates
2.	Turnover and financial capacity of firm	The bidding firm must have a positive net worth for the last 3 (three) financial years and average annual turnover of Rs.50 Crore or above in the last three financial years (2017-18, 2018-19 and 2019-20) from the consulting/ advisory services.	5	<ul style="list-style-type: none"> • 100 crore and above – 5 marks • ≥ 75 to 99.9 - 4 • ≥ 50 to 74.9 - 3 marks 	CA or Auditor Certificate

Table 6.1.3 (C) Resource Profile Evaluation Criteria				
S. No.	Expert	Maximum Marks	Marking Scheme	Supporting Documents
1.	Project Manager (Process & IT Expert)	16 Marks	Experience in managing an IT Project Monitoring Unit for a State or National level: Years of experience: 15 years and above – 8 marks 12 – 14 years – 6 marks 10 – 12 years – 4 marks Relevant experience in terms of number of projects: 7 and above – 8 marks 4-6 projects – 6 marks 1-3 projects – 4 marks	CVs of persons proposed for the assignment
2.	IT Solutions Architect	15 Marks	Experience in managing an IT Project Monitoring Unit for a State or National level: Years of experience: 15 years and above – 7.5 marks 12 – 14 years – 5 marks 10 – 12 years – 2.5	

Table 6.1.3 (C) Resource Profile Evaluation Criteria				
S. No.	Expert	Maximum Marks	Marking Scheme	Supporting Documents
			marks Relevant experience in terms of number of projects: 7 and above –7.5 marks 4-6 projects – 5 marks 1-3 projects – 2.5 marks	
3.	IT Hardware Expert	15 Marks	Experience in managing an IT Project Monitoring Unit for a State or National level: Years of experience: 15 years and above –7.5 marks 12 – 14 years – 5 marks 10 – 12 years – 2.5 marks Relevant experience in terms of number of projects: 7 and above –7.5 marks 4-6 projects – 5 marks 1-3 projects – 2.5 marks	
4.	IT Business	15 Marks	Experience in managing an IT	

Table 6.1.3 (C) Resource Profile Evaluation Criteria				
S. No.	Expert	Maximum Marks	Marking Scheme	Supporting Documents
	Analyst	(8 marks for each IT Business Analyst)	Project Monitoring Unit for a State or National level: Years of experience: 6 years and above – 8 marks 4-5 years – 6 marks 3 years – 4 marks	

6.2 Short-listing of Applicants

Please refer to Section 4.5

6.3 Evaluation of Financial Proposal

Please refer to Section 4.5

7 FRAUD AND CORRUPT PRACTICES

- 7.1 The Applicants 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 Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, 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 Applicant's Proposal.
- 7.2 Without prejudice to the rights of the Authority under Clause "**FRAUD AND CORRUPT PRACTICES**" here in above and the rights and remedies which the Authority may have under the LoA or the Agreement, if an Applicant or Consultant, 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 practiced during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2(two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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 maybe.
- 7.3 For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
- a) "**corrupt practice**" means (i) 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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising the reform, 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the

Selection Process; or (ii) 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 Authority 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 (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. MISCELLANEOUS

- 8.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction overall disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 8.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ii. Consult with any Applicant in order to receive clarification or further information;
 - iii. Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 8.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligation hereunder, pursuant here to and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 8.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 8.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 8.6 The liability of the consultant under this project shall be limited to value of the contract signed (to the extent of payment made to the consultant) with the consultant for consultancy work for direct loss.
- 8.7 The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

The Consultant shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant's fraud or to the extent prohibited by applicable law or professional obligations.

SCHEDULES

SCHEDULE – 1

Terms of Reference (TOR)

GENERAL

The Authority has decided to appoint (“**Consultant**”) for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems.

The Terms of Reference (the “**TOR**”) for this assignment are specified below.

SCOPE OF SERVICES

The Consultant will advise and assist the Authority according to the Terms of Reference set out below.

The GSWS Dept is planning to engage Managed Services Provider (MSP) for providing implementation and monitoring support of GSWS IT systems through another tender.

The role of the PMU selected through this RFP shall be to plan, manage the services of MSP, other IT initiatives, / projects of GSWS.

The following are the Roles and responsibilities of the IT PMU

- a. Shall lead the Project / Portfolio planning, Business requirements, creating an organized set of activities, monitor implementation of various solutions / projects that are required by Grama-Ward Volunteers and Grama-Ward Secretariat functionaries to deliver services to the citizens.
- b. Shall prepare a detailed work plan, establish and measure resource assignments and responsibilities, construct a project plan schedule including milestones and estimate the timelines and resources required for development, integration, and commissioning of the projects to be undertaken by the GSWS as per the requirements.
- c. Measure project deadlines, budget figures, and performance objectives.
- d. Overall project planning and interaction schedule with all stakeholders
- e. Interfacing and reporting to Strategy and Operations PMU on a regular basis for all matters related to Strategy development.
- f. PMU shall conduct Risk / impact assessments and provide risk mitigation strategies for the rollout of the services
- g. PMU is also responsible for conducting workshops, presenting the roll-out plans, communicate the project plan / reports to the key officers, teams, stakeholders with associated with other departments
- h. Provide daily / weekly / monthly reports, Results accomplished during

- the reporting period to the client and the stakeholders involved
- i. Prepare the formats/templates for each of the deliverables based upon industry standards and ensure that they are approved by GSWS prior to its use for deliverables.
 - j. Assist Nodal Officer in acceptance of the report/ document and suggest the action plan to the Nodal Officer of GSWS.
 - k. Validate and provide suggestions to the Project plan prepared by the MSP at the initial stage of the project and shall update and maintain the Project Plan throughout the duration of the engagement.
 - l. Review all documents and output produced by MSP and other service providers engaged by GSWS.
 - m. Ensure that all change requests are reviewed and approved by the Commissioner, GSWS Department or appointed representatives.
 - n. Track cumulative deviations to date from schedule of progress on milestones as agreed and finalized Project Plan;
 - o. Corrective actions to be taken to return to planned schedule of progress;
 - p. Propose revision to planned schedule provided such revision is necessitated by reasons beyond the control of the MSP;
 - q. Other issues and outstanding problems, and actions proposed to be taken;
 - r. Interventions which the MSP expects to be made by the PMU before the next reporting period.
 - s. Issue Management to help identify and track the issues that need attention and resolution from other departments.
 - t. Scope Management to manage the scope and changes through a formal management and approval process.
 - u. Risk Management to identify and manage the risks that can hinder the project progress.
 - v. Assist in Bid Process Management relating to all software and hardware related procurement in consultation with GSWS and all other IT vendors.
 - w. Prepare RFPs containing specifications, sizing and other allied requirements while ensuring vendor neutrality, scalability, reliability, availability, manageability, security etc.
 - x. Define technology architecture including target operating model.
-

- y. Validate all the processes and improvements suggested (if any) by the MSP and other IT vendors, including SOPs and their updation.
- z. Costing of the solutions and proposing a budget for procurement of various solutions.
- aa. Define service levels and penalty considerations for various solutions.
- bb. Plan for testing of the developed software/ applications in consultation with GSWS.
- cc. Plan and coordinate audit/ compliance for cyber security or any other related requirements by providing necessary procurement/ coordination support.
- dd. Review and provide written advise to GSWS on the invoices, change request through analysis of change efforts using industry standard methodologies, manpower deployment related aspects of IT vendors.
- ee. Validate new technologies from a functional, technical, ease of use, significant improvements to user interface ergonomics towards implementation/ enhancement of government service delivery.
- ff. For all such new technologies, approved by GSWS, provide bid strategy, costing and procurement support.

B. Requirements Traceability Matrix

The PMU shall ensure that developed solutions / applications is fully compliant with the requirements and specifications provided in the Change request such as functional, non-functional and technical requirements. The PMU shall prepare a Requirements Traceability Matrix on the basis of Functional Requirements Specifications (FRS), Non-Functional Requirements Specification, and Technical Requirements provided by MSP.

C. Project Documentation

The PMU shall create and maintain all project documents that shall be passed on to the Client as deliverables as per the agreed project timelines. The documents created by the PMU will be reviewed and approved by GSWS Department or appointed representatives on regular basis.

SCHEDULE - 2

Guidance Note on Conflict of Interest (for Consultant)

- 1.** This Note further explains and illustrates the provisions of Clause "Conflict of Interest" of the RFP and shall be read together there within dealing with specific cases.
- 2.** Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process or selection of consultants should avoid both actual and perceived conflict of interest.
- 3.** Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/contractors. Some of the situations that would involve conflict of interest are identified below:
 - a. Authority and consultants:
 - i. Potential consultant should not be privy to information from the Authority which is not available to others.
 - ii. Potential consultant should not have defined the project when earlier working for the Authority.
 - iii. Potential consultant should not have recently worked for the Authority overseeing the project.
 - b. Consultants and concessionaires/contractors:
 - i. No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contract or save and except relationships restricted to project-specific and short-term assignments.
 - ii. No consultant should be involved in owning or operating entities resulting from the project.
 - iii. No consultant should bid for works arising from the project.
- 4.** The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 5.** The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
- 6.** Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
- 7.** Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 8.** Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority, but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built-in incentives for consultants to extend the length of their assignment.
- 9.** Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDIX-I (Technical Proposal)

Form-1 - Letter of Proposal

(On Applicant's letter-head)

Name of the Service Provider (Bidder):

Name of the Project:

(Date and Reference)

To,

The Commissioner & Director,
GSWSD

SPs River View Apartment, NH 16 Service Rd,
near Manipal Hospital, Tadepalli,
Andhra Pradesh 522501

Sub: Selection of Consultant for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Andhra Pradesh State Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department

Dear Sir,

1. With reference to the RFP Document, We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as consultant (the "**Consultant**") for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department. The expert is expected to understand the research nature and methodology, timely feedback from direct beneficiaries to define contours of the project and their impact, develop tools to seek feedback, define parameters and tools for assessment, suggest revision / modifications in the policies and schemes. The proposal is unconditional and unqualified.

We acknowledge that GSWSD will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy.
3. We shall make available to GSWSD any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of the GSWSD to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We declare that:
 - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the GSWSD;
 - b. We do not have any conflict of interest in accordance with Clause conflict of interest 5.5 of the RFP Document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with the GSWSD or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 7 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Firm in accordance with Clause 5.10 of the RFP document.
7. We declare that we are not an Associate of any other Firm applying for Selection as a Consultant.
8. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the GSWSD in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above- mentioned Consultancy.
9. We agree and understand that the proposal is subject to the provisions of

the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our proposal is not opened or rejected.

10. We agree to keep this offer valid for 180 (one hundred eighty) days from the BDD specified in the RFP.
11. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
12. We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Firm)

Form-2 - Particulars of the Applicant

Name of the Applicant (Bidder):		
1	Title of Consultancy	Selection of Consultant for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department
2	State the following:	
2A	Name of Firm	
2B	Legal status (e.g. sole proprietorship or partnership)	
2C	Country of incorporation	
2D	Registered address	
2E	Year of Incorporation	
2F	Year of commencement of business	
2G	Principal place of business	
2H	Name, designation, address and phone numbers of authorized signatory of the Applicant	
	a. Name	
	b. Designation	
	c. Company	
	d. Address	
	e. Phone No.	
	f. Fax No.	
	g. E-mail Address	

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Form 3 – Format for Self-Declaration on Blacklisting

(Company Letter head)

Name of the Service Provider (Bidder):

Name of the Project:

[Date]

To
The Commissioner,
GSWSD
SPs River View Apartment, NH 16 Service Rd, near Manipal Hospital, Tadepalli,
Andhra Pradesh 522501, India

Sir,
In _____ response to _____ the _____ RFP
No. _____ dated _____

for quoting against the RFP as an Director of M/s << Bidder>> , I / We hereby
declare that our Company / Firm _____ is having
unblemished past record and was not declared blacklisted or ineligible to
participate for bidding as on date of submission of the bid by **any State/Central
Govt. or PSU** due to, breach of general or specific instructions, corrupt
/fraudulent , Non Performance or any other unethical business practices.

Yours faithfully,
Authorized Signatory _____
Name _____
Designation _____
Company name _____

Form-4 - Power of Attorney

Name of the Service Provider (Bidder):

Name of the Project:

(The Firm should submit a Power of Attorney as per the format, provided, however, that such Power of Attorney would not be required if the Proposal is signed by a partner or Director (on the Department of Directors) of the Firm)

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/ wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bids for Selection of Consultant for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWs IT systems, including but not limited to signing and submission of all Bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the GSWSD representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bids and generally dealing with the GSWSD in all matters in connection with or relating to or arising out of our bids for the said Project and/or upon award thereof to us till the entering into of the Agreement with the GSWSD.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2020

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

Form-5 -Financial Capacity of the Applicant / Firm

Name of the Service Provider (Bidder):

Name of the Project:

S.No.	Financial Year	Annual Turnover from Consultancy Project (in Rs)
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

Note:

1. Please do not attach any printed Annual Financial Statement.

Form-6 - Particulars of Key Personnel

Name of the Service Provider (Bidder):

Name of the Project:

S.N.	Designation of the key personnel	Name	Educational Qualification	Professional experience (in years)	Present Employment		Details of eligible assignments
					Name of the firm	Employed since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Form-7 – Abstract of Eligible Assignments of the Applicant / Firm #

Name of the Service Provider (Bidder):

Name of the Project:

S.No	Name of Project	Name of Client and communication address	Name, telephone no. and fax no. of client's representative:	Description of services performed by the Applicant firm:	Estimated capital cost of Project (in Rs. Crore)	Professional fees received by the Applicant (in Rs. crore)	Start date and finish date of the services month/year):	Brief description of the Project:
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1								
2								
3								
4								

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 6 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Form-8 – Curriculum Vitae (CV) of Professional Personnel

Name of the Service Provider (Bidder):

Name of the Project:

1. Proposed Position :
2. Name of Personnel :
3. Date of Birth :
4. Nationality :
5. Educational Qualifications:
6. Employment Record :
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

S.N.	Details of the Project	
1.	Name of the Project:	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address:	
	Name, telephone no. and fax no. of client's representative:	
	Estimated capital cost of the Project	

	Start date and finish date of the services (month/year):	
	Brief description of the Project:	
2.	Name of the Project:	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel(including designation):	
	Name of client and Address:	
	Name, telephone no. and fax no. of client's representative:	
	Estimated capital cost of the Project (in Rs. crore):	
	Start date and finish date of the services (month/year):	
	Brief description of the Project:	
	Name of the Project	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address:	
	Name, telephone no. and fax no. of client's representative:	
	Estimated capital cost of the Project (in Rs crore):	

	Start date and finish date of the services (month/year):	
	Brief description of the Project:	
4.	Name of the Project:	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel(including designation):	
	Name of client and Address:	
	Name, telephone no. and fax no. of client's representative:	
	Estimated capital cost of the Project	
	Start date and finish date of the services (month/year):	
	Brief description of the Project:	

Certification:

- I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place..... (Signature and name of the Professional Personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:

- 1 Use separate form for each Key Personnel and Professional Personnel.
- 2 Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photo-copies will not be considered for evaluation.

APPENDIX-II (Financial Proposal)

Form-9 - Covering Letter

(On Applicant's letter head)

Name of the Service Provider (Bidder):

Name of the Project:

(Date and Reference)

To,

.....
.....
.....

Dear Sir,

Subject: Setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for setting up Project Monitoring Unit for providing implementation and monitoring support of GSWS IT systems for Gram Volunteers / Ward Volunteers & Village Secretariats / Ward Secretariats Department, Government of Andhra Pradesh.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Form-10 – Financial Proposal- Break-up of Rate of Man-Months

Name of the Service Provider (Bidder):

Name of the Project:

Item No.	Description	No of resources	Man Months (MM)	Amount per Man Month (exclusive GST)
1	Project Manager (Process & IT Expert)	1	12	3,10,000
2	IT Solutions Architect	1	12	3,10,000
3	IT Hardware Expert	1	12	3,10,000
4	IT Business Analyst	3	12	2,50,000
5	Total	6	60	

Note:

- 1) We agree to provide the resources as per the above-mentioned rates
- 2) All quotes provided are excluding GST, but inclusive of other taxes, out of pocket expenditures and all other incidental expenses associated with execution of the project.

**Bidder's Signature
And seal**

Place:

Date:

Note: Bidder shall upload financial proposal in the e-procurement platform

APPENDIX III
Bid Security (EMD) form

Name of the Service Provider (Bidder):

Name of the Project:

File. No:

Project Name:

(To be issued by a bank scheduled in India as having at least One branch in Vijayawada)

Whereas..... (Here in after called "the Bidder") has submitted its bid dated(Date). For the execution of (Here in after called "the Bid") KNOW ALL MEN by these presents that WE.....of.....having our registered office at.....(Here in after called the "Bank") are bound unto the (hereinafter called "Commissioner, GSWSD") in the sum of for which payment well and truly to be made to the said GSWSD itself, its successors and assignees by these presents.

The conditions of this obligation are:

- a. If the bidder withdraws its bid during the period of bid validity or
- b. If the bidder, having been notified of the acceptance of its bid by the GSWSD during the period of bid validity:
 - 1) fails or refuses to execute the contract form if required or
 - 2) fails or refuses to furnish the performance security, in accordance with the bid requirement
- c. bidder submits fabricated documents

We undertake to pay the above amount upon receipt of its first written demand, without the GSWSD having to substantiate its demand, provided that in its demand the will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee of Rs.....will remain in force up to..... and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Date:

Signature of the Bank Official
with seal

Bank Guarantee Format

Ref: Name of the Work

TCN No:

Date:.....

WHEREAS(hereinafter called "the Bidder") has/have submitted his/their bid dated For..... (hereinafter called "the Bid")

KNOWN ALL MEN by these presents that weof.....having our registered office at(hereinafter called "the Bank") are bound onto XXXX (hereinafter called XXXX) in the sum of Rs(Rupees.....) only for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents, sealed with common seal of the Bank thisday of20.....

THE CONDITIONS under which the BG shall be invoked are under

- 1.
- 2.
- 3.

We undertake to pay to XXX the above amount according to and upon receipt of their first written demand without XXXX having to substantiate their demand, provided that in their demand XXXX will note that the amount claimed by them is due to them owing to the occurrence of any or all of the above stated conditions specifying the occurred conditions or conditions.

This Bank Guarantee shall be payable at (Detail Postal Address of the Branch with code No where payable).

THIS GUARANTEE will remain in force up to and including dt..... And any demand in respect thereof should reach the Bank not later than such date.

The above reference (TCN No.) must be used for all correspondences on this bank Guarantee.

Name of the Bank

By.....

Title

Authorized Representation

Signature of Witness

Name & Address of Witness

