



**Tender document for Selection of Implementation Agency for
Design, Development of Web and Mobile Applications for
commemoration of 550th Birth Anniversary of Shri Guru Nanak
Dev Ji and 100th Anniversary of Jallianwala Bagh**

Reference Number PSeGS/550th Commemoration/2019/1

**Punjab State e-Governance Society (PSeGS),
O/o Department of Governance Reforms (DGR),
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071**

Disclaimer

The information contained in this Document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Punjab State e- Governance Society, Government of Punjab, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided. This tender document is not an agreement and is not an offer or invitation by Punjab State e- Governance Society, Punjab to any parties other than the applicants who are qualified to submit the bids (“**Bidders**”). The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder may require. The information contained in this document is selective and is subjected to updation, expansion, revision and amendment. Punjab State e- Governance Society, Punjab reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

Punjab State e- Governance Society, Punjab reserves the right to reject any proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of Punjab State e- Governance Society, Punjab shall be final, conclusive and binding on all the parties.

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Section 1: Abbreviations and Definitions

| | | |
|----|-----|-----------------------------|
| 1. | EMD | Earnest Money Deposit |
| 2. | INR | Indian Rupee |
| 3. | IA | Implementing Agency |
| 4. | SLA | Service Level Agreement |
| 5. | TCV | Total Contract Value |
| 6. | T | Date of Signing of Contract |

| | | |
|----|----------------------|--|
| 1. | Bidder | An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document. |
| 2. | Successful Bidder | The Bidder to whom contract is awarded and is fully responsible towards Punjab State e- Governance Society, Punjab for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract. |
| 3. | Week | Designated timeframe consisting of five days excluding any Public Holiday (as declared by Government of Punjab), Saturday and Sunday. |
| 4. | Day | Any day which is not a Saturday or Sunday or a public holiday (As declared by Government of Punjab). |
| 5. | Total Contract Value | This is the maximum value payable to the successful Bidder which is agreed between the Punjab State e- Governance Society, Punjab and the successful Bidder for the Project. |
| 6. | Project | This means Design, Development of Web and Mobile Applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh |
| 7. | Designated Authority | Departmental Official/ Committee who will approve all the deliverables submitted by the bidder. |

Section 2: Introduction

Government of Punjab has decided to commemorate 550th birth anniversary of Shri Guru Nanak Dev Ji and 100th anniversary of Jallianwala Bagh at national as well as international level in a befitting manner and celebrate Sikhism. These events will include a number of commemorative as well as constructive activities which will be taken up during the commemoration period. The planned events include seminars on the philosophy and teachings of Guru Nanak Ji in prestigious venues, musical concerts and interfaith events to spread Guru Nanak's message of universal brotherhood.

To promote these two events through the digital platform, the Government of Punjab intends to hire an Implementation Agency (IA) who would harness the capabilities of web 2.0 and mobile to deliver a seamless digital experience. The IA is required to support through innovation, technology interventions, user experience planning, process documentation and bringing in international best practices by providing services to create the web and mobile applications.

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Section 3: Tender Notice & Document Control Sheet

3.1: Notice Inviting Tender

| Government of Punjab | |
|---|--|
| <u>RFP Reference Number: PSeGS/550th Commemoration/2019/1</u> | |
| Punjab State e-Governance Society (PSeGS) invites online bids for Selection of Implementation Agency for Design, Development of Web and Mobile Applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh. | |
| Closing date and time is 13.03.2019 at 5.00 PM. For details log on to www.dgrpunjab.gov.in and www.eproc.punjab.gov.in . | |

3.2 Document Control Sheet

| | | |
|----|---|--|
| 1. | Tender Inviting Authority Designation and Address | Punjab State e- Governance Society, Punjab, D-241, Near Quark City, Industrial Area, Phase 8B, Sector 74, Mohali, Punjab. |
| 2. | a) Name of the Work | Selection of Implementation Agency for Design, Development of Web and Mobile Applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh |
| | b) e-Tender Reference number | PSeGS/550 th Commemoration/2019/1 |
| 3. | a) Tender document availability | Can be downloaded from https://eproc.punjab.gov.in |
| | b) Cost of Tender Document (Form Fee) | INR 5,000/- (Five Thousand only) is to be paid through online mode available on e-tendering portal. Additionally processing fee will also be charged. |
| 4. | Publication of E-Tender | 05/03/2019 |

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| | | |
|-----|---|--|
| 5. | Date, Time & Venue for Pre Bid meeting | 08/03/2019 at 11am in the Punjab State e-Governance Society, Punjab, D-241, Near Quark City, Industrial Area, Phase 8B, Sector 74, Mohali, Punjab. |
| 6. | Release of corrigendum (if required) | 11/03/2019 by 5pm |
| 7. | Earnest Money Deposit (EMD) | INR Rs.1,00,000/- through online mode only available on e-tendering portal. |
| 8. | Last date & time for submission of submission of Bid | 13/03/2019 by 5pm on the e-tendering portal https://eproc.punjab.gov.in |
| 9. | Date & Time for Opening of Qualification Bids | 14/03/2019 at 11am on the e-tendering portal https://eproc.punjab.gov.in |
| 10. | Date & Time for Opening of Commercial Bids | 14/03/2019 at 3pm via e-tendering portal https://eproc.punjab.gov.in |
| 11. | Time-period of contract | Till Dec 2019 |
| 12. | Website for RFP Reference | https://eproc.punjab.gov.in/ and dgrpunjab.gov.in |
| 13. | Contact Details | Mr. Manuj Syal (Assistant Manager) Mobile: 9888078208 |
| | <p>1. Eligibility Criteria: Please refer to the Section 4 of this Document.</p> <p>2. Two Bid System i.e. Stage-1 Qualification Bid; Stage-2 Commercial Bid. Refer Section 5 of this Tender document for details.</p> <p>3. Tenders received after due date and time will be summarily rejected.</p> <p>4. Any Bid not conforming to the format will be summarily rejected.</p> | |

Note: All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

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Section 4: Eligibility Criteria

Tender is available on the State e-tender portal i.e. <https://eproc.punjab.gov.in>. This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

Note: For participating in the above RFP/e-tender, the bidders/ vendors shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID & password. Class 2 or 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 0172-2970263, 0172-2970284 (Punjab Government working days from 9am to 5pm)

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

Only reputed agencies/ firms who meet the given minimum qualifying criteria of this document, as on the date of RFP are eligible to apply and agencies/ firms which does not meet the necessary eligibility criteria will not be considered for further evaluations.

| S. No. | Clause | Documents Required |
|--------|---|--|
| 1. | Form fee for Tender Document should have been submitted. (There is no exemption on this for any category) | INR 5,000/- (Rupees Five Thousand Only) through online mode available on e-tendering portal https://eproc.punjab.gov.in |
| 2. | EMD should have been submitted. (There is no exemption on this for any category) | INR 1,00,000/- (Rupees Two Lakhs Only) through online mode available on e-tendering portal https://eproc.punjab.gov.in |
| 3. | <ul style="list-style-type: none">The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013.Bidder should have been operational for a period of at least 3 years in India, with principal business activity in the field of Software/Application Development, System Integration or mobile application development. | <ul style="list-style-type: none">Scanned Copy of Certificate of Incorporation self-certified by the Authorized Signatory of the company.Annual Reports/ Balance sheets for last 3 years <p>Consortium is not allowed Sub- Contracting is not allowed</p> |

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| S. No. | Clause | Documents Required |
|--------|---|---|
| 4. | The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf. | Power of Attorney executed by the bidder in favor of Principal Officer or authorized representative |
| 5. | The Bidder must have an average annual turnover of at least Rupees 50 lakhs for last three audited financial years FY 15-16, FY 16-17, FY 17-18 which should be from software & other digital services business | <ul style="list-style-type: none"> Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 15-16, FY 16-17, FY 17-18. Certificate duly signed by Statutory Auditor of the Bidder for total turnover in each of the 3 given years. |
| 6. | The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for each of the last three audited financial years FY 15-16, FY 16-17, FY 17-18 | Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth and profit after Tax for each of the specified years. |
| 7. | In the last 3 years, Firm/Agency must have completed a minimum of 5 projects of Website/Web Portal/Web Application Development/Mobile Applications | Copies of work orders and completion certificate as per annexure 13.2 |
| 8. | Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU, NIC, STQC etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid. | A self-certified letter as per the annexure format 13.1 |
| 9. | Bidder must have a team size of at least 20 technical professionals from the Software Industry. | Self-Declaration mentioning the same is required as per annexure format 13.3 |
| 10. | The bidder must possess a valid GSTIN and PAN No. | Copy of the GST Certificate and PAN No. |

Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for further Evaluation.

Note: All documents needs to be scanned and uploaded. No Physical copies are required.

Section 5: Terms of Reference

The primary objective of this project is to provide an interactive and engaging experience for all visitors landing on the Responsive Web portal, Mobile Application (IOS and Android) and social media platforms by providing single source of information for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh.

Note: At any moment of time, department may ask the bidder to share the source code, images, video, audio files, any other information related to the project as it is considered to be the Intellectual Property Right of the Department.

5.1 Scope of Work

The selected Implementation Agency will be responsible for the design, development and the overall operations and maintenance of the envisaged responsive web portal and mobile applications (IOS and Android) to deliver content rich, customizable, theme-based, high-performance and secured site.

The IA shall provide services for design, development, testing and commissioning of the web portal and mobile applications (IOS and Android). This would include:

- Design, Development and deployment of web portals, mobile applications, content management system and interface to upload and showcase the user generated content
- Testing of Web portal, Mobile applications and Content Management system
- Deployment of Web portal and content management system
- Operations and maintenance services for web portal and mobile applications

5.1.1. Development of Web Portal, Content Management System (CMS) and the Interface to Showcase the User Generated Content (UGC)

After the approval of the UI/UX the Implementation Agency shall start the development phase by using open source programming language mentioned in its project management plan which is approved by the Designated Authority of the Department. Each functionality and feature shall be developed as per the requirement of Department. IA must follow guidelines of Government of India websites and should be compliant with GIGW (Guidelines for Indian Government Websites) and WCAG (Web Content Accessibility Guidelines 2.0) to ensure proper standardization of all content. Website and mobile applications needs to be design with all dynamic features for updation and prescribed web accessibility features.

Implementation agency has to share source code with the Punjab State e-Governance Society, Department of Governance Reforms, Punjab from time to time. All material/product and Creatives would be property of the Department and Implementation Agency have no claim in future.

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The details of the development methodology and integration shall be proposed by IA to achieve the mentioned features with respect to both the portals and mobile applications with respect to both the events i.e. commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh. In the below scope, name of the web pages is with respect to commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji; however, there will be separate web pages for the Jallianwala Bagh:

| Feature | Details |
|---------------------------|---|
| General Feature | <ul style="list-style-type: none"> • Design, development, operations and maintenance of responsive web portal (Tri-Lingual: Punjabi, Hindi and English) and mobile application (Tri-Lingual: Punjabi, Hindi and English) including content management system (CMS) and the interface to showcase the user generated content (UGC) on the web portal and mobile applications. • Event calendar which will have information on the events organized for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji |
| Design | <ul style="list-style-type: none"> • Mobile Designs • Web Designs |
| General Information Pages | <ul style="list-style-type: none"> •About Sikhism •History of Sikhism •Key Scriptures •The Celebration •Events •Punjab Attractions •Contact us •Gallery <ul style="list-style-type: none"> - Media Gallery - Video Gallery •Visitor Services <ul style="list-style-type: none"> - Emergency Services - Traffic Plan - Security Services - Lost and Found - Disaster Management - Medical Facilities • Promoting Sikh pilgrimage |

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| | |
|--|---|
| User Generated Content (UGC) | <ul style="list-style-type: none"> • The organizations and Individuals shall be able to submit the content through an easy OTP based form. This form shall collect the basic information about the visitor and shall validate the same using Mobile / Email OTP. Through easy form fields, the visitor shall be able to upload their content in image, video pdf, links format. • The content received from the users will be available in a backend panel for the moderation. The admin user can view the content and approve them to be showcased on the web portal. |
| Event Calendar | All information around the celebration of 550 years of Sikhism will be provided under this section. This will contain comprehensive list of events with a brief write-up against each event. |
| Content Management System (CMS) | <ul style="list-style-type: none"> • Design and implement content workflow management process as per the requirement of Department. The workflow shall include process for content creation, approvals and publishing over the digital channels • Manage of the content metadata and link it to the respective users and repositories • The content management framework shall also enable access control functionality to enable/ restrict users/ group of users to access the given repository • The framework should allow the user to publish the content as per the defined date and time by the authorized user • CMS shall allow the user to edit/delete/un-publish the content and media |
| Testing of Web portal, Mobile applications and Content Management system | <ul style="list-style-type: none"> • High volume performance testing • Failure mode and anomalous behavior tests • Introductory, silent running & system readiness tests • Integration testing • Cross Browser testing • Mobile testing with respect to different resolutions for Android and IOS phones and Tablets. |
| Backup / Restore Services | Backup solution in case application goes down due to any reason |

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| | |
|--|---|
| Mobile application development (Same features of Web to be integrated with Mobile) | <ul style="list-style-type: none"> • IOS Application • Android Application |
| Charges for Play Store | <ul style="list-style-type: none"> • IOS Play store charges • Android Play Store Charges |
| Maintenance Services till Dec 2019 | <ul style="list-style-type: none"> • End to end management of various instances of application and app servers to ensure smooth functioning of the web portal and CMS • Overall administration, monitoring, maintenance of the deployed web portal and CMS. |
| Hosting | Cloud hosting along with the Disaster Recovery |
| SMS Gateway | SMS Gateway integration for Web and Mobile |
| SSL Certificate | SSL Certificate for securing the website |
| Intellectual Rights | State Government owns the source code and graphics etc. Knowledge transfer of these on the closure of the project. |

5.1.2 Testing of Web portal, Mobile applications and Content Management system

IA shall plan out a series of different tests, each test having a different purpose, to verify that all system elements have been properly integrated and that the system performs all its functions and satisfies all its non-functional requirements. Following tests need to be covered (but not limited to):

- High volume performance testing
- Failure mode and anomalous behavior tests
- Introductory, silent running & system readiness tests
- Integration testing
- Cross Browser testing
- Mobile testing with respect to different resolutions for Android and IOS phones and Tablets.

The IA is required to carry out performance and user acceptance tests on the web portal and mobile applications before making them live for public.

5.1.3 Deployment of Web portal and content management system

The IA shall be required to host web portal and content management system over self-owned/ third party cloud hosting services (provided by the department) after the launch. Considering the criticality of the infrastructure, the IA is expected to design the solution with high level of

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redundancy and resilience to meet the uptime requirements. The Bidder shall provide the following for deployment of web portal and CMS:

- Backup / Restore Services – The bidder shall propose the backup methodology along with the period for backup and shall be also responsible for the regular backup of data and applications
- Provide administration, version upgrade, patches upgrade, bug/ defect fixing, incident management and update management services
- IA shall ensure necessary support is provided to resolve defects and shall document the defects / bugs encountered during this phase as well as document the resolution of the same using online tool (access of which is to be provided to department SPOC also for monitoring purpose)
- IA shall also prepare and maintain a database of consolidated list of common errors & their resolution.

5.1.4 Maintenance Services

The Operations and Maintenance phase shall begin post acceptance of the responsive web portal and mobile applications by the Department and go live; however, IA needs to ensure that in case there are any new changes or addition of features with respect to web portal, mobile applications or content management system that has to be taken into consideration without any extra cost. Some of the key services to be provided by the IA in this phase are:

- End to end management of various instances of application and app servers to ensure smooth functioning of the web portal and CMS
- Extract the log reports, study, draw logical conclusions, do fixes and then submit the final report
- Documentation of problems, isolation, cause and rectification procedures for building knowledge required to perform test cases, rectify errors, bugs and incorporate changes suggested during the testing of base for the known problems
- The bidder shall do proper version management of these configurations as the configurations may be changed from time to time.
- The bidder shall manage the servers on end-to-end basis like server administration, performance tuning and software support and upkeep of the server etc.
- Handling of OS related issues, installation of OS updates and patches, re-installing OS if required, periodic system performance tuning, monitoring server usage statistics.
- Application platform and any other component/ tool to ensure the desired uptime.
- Web portal and CMS administration, support and maintenance throughout the project period.

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- Maintain version control and archives of source code and web portal content.
- The IA shall use an email-based ticketing system and categorize and prioritize the bugs/ defects reported.
- The IA shall arrange a tool or provide a feature in the admin to monitor application, DB and other reports like first response time, time spent on tickets.
- The IA shall communicate about status of the issues and their expected resolution time to the Authority.
- Overall administration, monitoring, maintenance of the deployed web portal and CMS.

Section 6: Payment Schedule and Deliverables

The overall period of the engagement of the IA shall be till December 2019, with the provision for extension based on requirement. The total cost and payment terms for IA's services is as shown below:

| S. No. | Service | Cost quoted by the bidder |
|--------|--|---------------------------|
| 1 | Design, development, deployment, of both the web portals including Content Management System | Lumpsum cost – Rs. X |
| 2 | Design, development, deployment of both the Android Mobile applications | Lumpsum cost – Rs. X |
| 3 | Design, development, deployment of both the iOS Mobile applications | Lumpsum cost – Rs. X |
| 4 | Operations and maintenance of web portals and content management system* | Lumpsum cost – Rs. X |
| 5 | Operations and maintenance of Android Mobile application* | Lumpsum cost – Rs. X |
| 6 | Operations and maintenance of iOS Mobile application* | Lumpsum cost – Rs. X |

***Operation and Maintenance cost will be payable post go live of each of the modules i.e. web portal/ Android application/ iOS application individually. In case of extension of the maintenance period, cost will be calculated on pro rata basis from the time applications (web/mobile) has gone live till December 2019.**

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Payment schedule:

| S. No. | Milestone | Payment (% of total cost of Project Value of work | Indicative Timeline |
|---------------|--|--|----------------------------|
| 1 | Submission of the web portal and mobile applications (Android and iOS) (commemoration of 100th Anniversary of Jallianwala Bagh) for UAT | 20% of the total cost of the project | T+7 days (T1) |
| 3 | Submission of the web portal and mobile applications (Android and ios) (commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji) for UAT | 20% of the total cost of the project | T+15 days (T2) |
| 3 | Go- Live of Web Portals, Android and IOS mobile applications for commemoration of 100th Anniversary of Jallianwala Bagh | 10% of the total cost of the project | T+10 days (T3) |
| 4 | Go- Live of Web Portals, Android and IOS mobile applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji | 10% of the total cost of the project | T+20 days (T4) |
| 5 | Operations and maintenance of web and Mobile applications (3 months post go live) | 20% of the total cost of the project | |
| 6 | Operations and maintenance of web and Mobile applications (Post completion of the contract) | 20% of the total cost of the project | |

In case of extension of the maintenance period, cost will be calculated on pro rata basis from the time applications (web/mobile) has gone live till December 2019.

Payment will only and only be released post submission of the Bank Guarantee to the Department.

Section 7: Bid Evaluation Process

7.1. Opening of the Bids

The Tender Evaluation Committee [TEC] will open all the Bids on the scheduled date for bid opening and bidders can view the bid online at their own locations through the online portal. Bidders can also send their representatives to the office of Governance Reforms, sector 74, Mohali on the day of opening of the bids. In event of date of Bid opening being declared a holiday by State Government, Bids shall be opened at the same time and location on the next working day.

7.2 Evaluation of the Qualification Bids

- 1) The Qualification Bids of Bidders, whose EMD is not in order shall be summarily rejected.
- 2) Bidders are required to fulfill all the Qualification conditions mentioned in Eligibility Criteria of this Tender document. Tender Evaluation Committee (TEC) will examine the Bids for their completeness and conformity to requirements of this document. Decision of TEC in this regard will be final and binding on all the bidders.
- 3) The Commercial Bids of disqualified Bidders/ bidders who fail to comply with the eligibility criteria will not be opened.

7.3 Evaluation of Commercial Bids

- 1) Tender Evaluation Committee will select the successful Bidder through the Bidding Process on the basis of lowest total contract value (TCV). No intimation would be sent to the unsuccessful Bidders.
- 2) In case of a tie where the Total Contract Value of two or more Bidders match, Bidder who has quoted the lowest time frame to complete (Go-Live) the web applications and the mobile applications as indicated in Commercial Bid submitted by the Bidder, will be declared L1. In case time quoted by both the bidders also matches, Tender Evaluation Committee will decide the L1 based on the Presentation.
- 3) In case L1 is unable to or refuses to sign the Contract, EMD of L1 will be forfeited and offer

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will be given to L2 to match the rates of the L1 and start with the work. In case L2 refuses, L3 will be offered to match the rates of L1 and so on.

- 4) All the Prices, terms, warranties, and benefits provided in this contract should be comparable to or better than the terms presently being offered by Bidder to any other entity purchasing the same quantity under similar terms. If during the term of this contract, vendor enters into contracts with any other entity providing greater benefits or more favorable terms than those provided by this contract, Vendor shall be obligated to provide the same to the Punjab State e-Governance Society, Punjab for subsequent services.

Department reserves the right to cross verify the documents/ credentials with the bidder. The Documents submitted by the Bidder should clearly depict the credential/criteria as required, failing which the document shall not be considered for evaluation.

Note: Only those bidders who comply with the qualification bid shall be considered by Tender Committee for further evaluation. In addition, Evaluations will be based on documentary evidence submitted by the Bidders/Applicants before the Selection Committee of Department with respect to evaluation/selection criteria.

7.4 Waivers

Tender Evaluation Committee may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided. Such waiver does not prejudice or affect the relative ranking of any Bidder.

Section 8: Instructions to Bidders

8.1 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in this tender document. Bid shall be deemed to have been submitted after careful study and examination of this document with full understanding of its implications. The bid should be precise, complete and in the prescribed format as per the requirement of this Tender document. Failure to furnish all information required by this document or submission of a bid not responsive to this document in every respect will be at the Bidder's risk and may result in rejection of the bid.

8.2 Cost of the form/ Bid Document

- 1) All bidders are required to pay Rs. 5,000/- (Rupees Five Thousand only) through online mode only provided on the e-tendering portal as a form fee.
- 2) Form fee is non-refundable.
- 3) Form fee must accompany the Qualification bid.

8.3 Earnest Money Deposit

- 1) An EMD of Rs. 1, 00,000/- (Rupees One Lakhs only), to be made through online mode only provided on the e-tendering portal.
- 2) Bid not accompanied by EMD shall be rejected as non- responsive.
- 3) No interest shall be payable for the sum deposited as earnest money deposit.
- 4) No Performance Bank Guarantee will be accepted in lieu of the earnest money deposit.
- 5) The EMD of the unsuccessful bidders would be returned back within 90 days of signing of the contract with the selected bidder and this will be made offline and not through the e-tendering portal.
- 6) The EMD may be forfeited:
 - If the Bid is withdrawn after submission but before award of the contract to the successful Bidder during the validity period or any extension agreed by the Bidder thereof.

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- If after submission, the Bid is varied or modified in a manner not acceptable to Punjab State e- Governance Society, Punjab.
- If the Bidder tries to influence the evaluation process.
- If the Bidder with the lowest financial quote (L1) withdraws his Bid post contract is awarded (Failure to arrive at consensus by both the parties shall not be construed as withdrawal of the bid by the bidder).

8.4. Performance Bank Guarantee

Performance Bank Guarantee equivalent to 10% of the total contract value rounded off to the nearest thousand Indian Rupees or Rs 2,00,000, whichever is higher from a Scheduled Bank in India in favour of Punjab State e- Governance Society, Punjab. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the Annexure 13.4 and would remain valid until 15 months from the day contract is signed. The claim period and other details of the Performance Bank Guarantee are as per Section 13.4 of this document. The Performance Bank Guarantee shall be submitted within 15 (fifteen) days from the day contract is signed.

Performance Bank Guarantee would be returned only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.

EMD of successful bidder will be returned on the submission of performance bank guarantee.

8.5. Language of the Bid

The bid prepared by Bidders, as well as all correspondence and documents relating to the bid exchanged by the Bidders and Punjab State e- Governance Society, Punjab shall be in English.

8.6. Bid Currencies

Prices shall be quoted in Indian Rupee (INR). All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.

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8.7 Consortium and Sub- Contractors

The Bids submitted by consortium of companies/firms or any sub-contractors will be rejected. Sub-contracting for the work is not at all allowed.

8.8 Queries/Clarification on the RFP

Prospective Bidders requiring any clarification related to this document can submit their objections/queries in writing during the Pre-Bid meeting which will be conducted on **08/03/2019** at the office of Punjab State e- Governance Society, Punjab at 11am, in the Annexure format mentioned in Section 13.5. No queries on this Tender will be entertained through any other communication channel such as emails, postal/registered letters/verbal communications in person or on phone.

Punjab State e- Governance Society, Punjab will endeavor to provide a complete, accurate, and timely response to all queries/clarifications, which bidders will be submitting during the Pre-Bid meeting, through corrigendum (if required). Corrigendum (if required) will be released consolidating all the queries asked by the respective bidders.

8.9 Amendment of Bid / Tender Document

- 1) At any time before date of submission of Bid, Punjab State e- Governance Society, Punjab may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this document. Such supplements/corrigendum to this Tender document issued by Punjab State e- Governance Society, Punjab will be available on the e-tendering website. However it is the responsibility of the prospective Bidders to continuously check for corrigendum /amendments/ notices to this document on e-tendering portal <https://eproc.punjab.gov.in> and till the completion of the bid process.
- 2) Any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this document.
- 3) Punjab State e- Governance Society, Punjab will not be responsible for any

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misinterpretation of the provisions of this document on account of the Bidders of their failure to update the Bid documents based on the addendums/ amendments/ corrigendum published via online portal.

8.10 Bidding Process:

Tender is available on the State e-tendering portal i.e. <https://eproc.punjab.gov.in>. This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting even one of the qualification criteria as mentioned in the Eligibility Criteria section shall be summarily rejected.

Complete kit for bidders can be viewed at <https://eproc.punjab.gov.in>. All the bids needs to be applied online.

Note: For participating in the above e-tender, the bidders/ vendors shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID & password. Class 2 or 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 0172-2970263, 0172-2970284 (Punjab Government working days from 9am to 5pm)

The bids shall be submitted through online portal in five steps:

- Step 1: Form Fee to be paid through online portal
- Step 2: Tender Processing fee (if any) to be paid online on e-tendering portal
- Step 3: Earnest Money Deposit to be submitted through the online portal however, bidder needs to ensure that all scanned copies are ready and uploaded before last date for the bid
- Step 4: Qualification Bid (Only scanned copies to be uploaded)
- Step 5: Commercial/ Financial Bid (Document will be shared in the csv format which needs to be filled and uploaded on to the portal.)

Bids to be submitted and accepted only through the online e-tender portal <https://eproc.punjab.gov.in>

8.11 Commercial Bid

- 1) The Bidder is expected to price all the services in proper work breakdown structure by mentioning the technology and the framework going to be used for the project via e-tendering portal <https://eproc.punjab.gov.in>. Excel sheet to be uploaded on the e-

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tendering portal. No scanned copies will be entertained for the commercial bid.

- 2) All the financial details should be given in the prescribed format only and in accordance to the details / terms and conditions as mentioned in this document.
- 3) In case the selected Bidder misses to include the cost of any software / service which is necessary to meet the requirements of this tender document, he shall be solely responsible for the lapse and would be required to provide such software/ services without any additional cost to Punjab State e- Governance Society, Punjab.
- 4) The Bidders shall quote price in clear terms inclusive of all the taxes, GST, Cess etc.
- 5) The Bidders must include the cost for respective Playstore fees; however, account will be created on behalf of the department.
- 6) Punjab State e- Governance Society, Punjab may seek clarifications from the Bidder on the Qualification Bid. Any of the clarifications by the Bidder on the Qualification bid should not have any commercial implications.
- 7) Commercial bid proposal shall not contain any technical information.

8.12 Correction of errors

- 1) Bidders are advised to exercise adequate care in quoting the prices.
- 2) In cases of discrepancy between the prices quoted in words and in figures, the value lower of two shall be considered.
- 3) Bidder can change the bid any number of times before the last date of tender submission.

8.13 Rejection of Bid

- 1) The bid has to be submitted via e-tendering portal <https://eproc.punjab.gov.in>. Bids submitted by telex, fax, hard copies or email etc. shall not be entertained.
- 2) Any condition put forth by the Bidders not conforming to the bid requirements, shall not be entertained and such bid shall be rejected.

8.14 Disqualification

Punjab State e- Governance Society, Punjab may at its sole discretion and at any time during the evaluation of application, disqualify any Bidder, if the Bidder:

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- 1) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2) Submitted an application that is not accompanied by required documentation or is non-responsive.
- 3) Failed to provide clarifications related thereto, when sought.
- 4) Submitted bid only for single item and not for the complete category
- 5) Was declared ineligible/ blacklisted by any Govt. or quasi-Govt. entity in India.

8.15 Conflict of Interest

Neither the successful Bidder nor any Personnel related to it shall engage, either directly or indirectly, during the period of contract, in any business or professional activities which would conflict with the activities assigned to them under or pursuant to this tender.

8.16 Confidentiality

The Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Punjab State e- Governance Society, Punjab or operations without the prior written consent of the Department.

8.17 Extension of Last date for Submission

Punjab State e- Governance Society, Punjab, at its own discretion can extend the period for submission of bids by amending the Bid Documents through the online e-tender portal. In this case all rights and obligations of Punjab State e- Governance Society, Punjab and Bidders shall stand extended. However, no request for extension of time from the Bidders shall be binding upon Punjab State e- Governance Society, Punjab. The decision of Punjab State e- Governance Society, Punjab in this behalf will be final, conclusive and binding on the Bidder.

8.18 Late Bids

Any bid received by Punjab State e- Governance Society, Punjab after the deadline for submission of bids prescribed in this Tender document will be summarily rejected. No further correspondence on this subject will be entertained.

8.19 Modification and Withdrawal of Bids

Bid can be modified multiple times before the closure of the tender. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its EMD.

8.20 Duties, Taxes and Statutory Levies

- 1) The Bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
- 2) The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Punjab State e- Governance Society, Punjab for the work done under this Contract.
- 3) Bidder shall bear all taxes and duties etc. levied or imposed under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide Punjab State e- Governance Society, Punjab such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Punjab State e- Governance Society, Punjab shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and

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paid to the Tax Authorities.

- 4) If there is any reduction in taxes / duties due to any reason whatsoever, after Award of Contract, the same shall be passed on to Punjab State e- Governance Society, Punjab.
- 5) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Punjab State e- Governance Society, Punjab shall not bear responsibility for the same.

8.21 Deductions

All payments to the Bidder shall be subjected to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Punjab State e- Governance Society, Punjab may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable; the same shall be deducted from the Bidder. Punjab State e- Governance Society, Punjab shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

8.22 Right to accept/ Reject the Bid

Punjab State e- Governance Society, Punjab reserves the right to accept or reject any Bid and to annul the Tender process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

Note: In case the firm of the successful bidder shuts down during the contract period, PSeGS will encash the Bank Guarantee and Punjab State e- Governance Society will be entitled to proceed with the disciplinary action against the successful bidder.

Section 9: Award of Contract

9.1 Notification to Bidder

Punjab State e- Governance Society, Punjab will notify the successful Bidder in writing or email that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Punjab State e- Governance Society, Punjab will promptly notify each unsuccessful Bidder online and EMD will be returned as per the clause mentioned in Section 8.3 of this document.

9.2 Signing of the Contract

Punjab State e- Governance Society, Punjab shall enter into a Contract, incorporating all Agreements, as specified in the draft contract provided in this document under **Section 13.6**, with the successful Bidder. Successful bidder shall sign the agreement within 10 business days of award of contract.

9.3 Validity of the Contract

The Contract / Agreement will be valid till December 2019, with the provision for extension based on requirement. The contract may be extended for a further period at the same terms and conditions subject to mutual consent.

9.4 Expenses for the Contract

The incidental expenses of execution of Agreement/Contract shall be borne by the successful Bidder.

9.5 Failure to abide by the terms of Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient reason for the annulment of the award, in which event Punjab State e- Governance Society, Punjab may forfeit the EMD/ Performance Bank Guarantee. In this case,

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an offer will be made to L2 to match the rates of the L1. In case L2 refuses, L3 will be given the option to match the rate of L1 and so on.

9.6 Invoicing

- 1) Punjab State e- Governance Society, Punjab would issue a letter after checking and accepting every deliverable with which invoice amount is attached. Following this, the selected Bidder shall submit invoice to Punjab State e- Governance Society, Punjab.
- 2) The invoices shall be raised using GST No. of Punjab only.

Section 10: Warranty Terms

- 1) The Selected Bidder is required to provide a complete support till December 2019 from the date of signing of contract, with the provision for extension based on requirement.
- 2) The selected bidder is required to ensure the uptime of the web portal, mobile applications, CMS by 99.95%.

Section 11: Reporting of Issues

The successful Bidder needs to provide the contact numbers of the Helpdesk support, email ID and contact number of at least 2 successful Bidder's representative and addresses. Any issue encountered with respect to any task mentioned as per the scope of work will be reported to the respective Helpdesk/ bidder representative by Department or its officials via email or phone. It is the responsibility of successful Bidder to track the incident and ensure resolution within the prescribed SLA timelines specified in Section 12. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue originally with a copy to Punjab State e- Governance Society, Punjab.

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The Helpdesk or the representatives should be available during the normal business hours i.e. 10 am to 6 pm during all working days of the week. For October, November and December, availability of the helpdesk/ bidder representatives will need to be increased for which timings will be confirmed by the department at the time of event. The Helpdesk operators/ Bidder representatives would have to perform various activities including:

- 1) Understanding the query/issue in the reported request. Query could be related to the following:
 - Web portal
 - Mobile application (IOS and Android)
- 2) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.
- 3) Forwarding the case to concerned software developer/ designer, if the issue cannot be instantly resolved on the call and is related to something else which needs discussion/ R&D.
- 4) In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the successful bidder's team.

Section 12: Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to Punjab State e-Governance Society, Punjab for the duration of this Contract. Punjab State e- Governance Society, Punjab shall regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

12.1 Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the Contract along with the following terms shall have the meanings set forth below-

- 1) “Incident/ Issue” refers to any event specifying the defect in any of the deliverable as per this tender document.
- 2) “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk/ representatives of the bidder) in resolving [diagnosing, troubleshooting and fixing] or time taken to resolve any of the issue highlighted by the Department or its representatives.

12.2 Penalties

| Sr. No. | Issue | Criticality | Resolution Time | Penalty |
|---------|---|-------------|--------------------|---|
| 1. | The successful Bidder needs to deliver 100% milestone as per the indicative timelines shared in the Section 6 of this document. | High | As per the plan | No penalty is imposed. |
| | | | Delay by every day | .25% of the concerned milestone value per day or part thereof |

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| | | | | |
|----|--|------|---|---|
| 2. | The successful Bidder needs to resolve/ address the issues post-delivery of every milestone or as and when it comes. | High | Within 24 hours from the time issue is logged | No penalty is imposed. |
| | | | Delay by every 24 hours | .25% of the concerned milestone value per day or part thereof |

Section 13: Annexures

13.1 Self-Declaration on not being blacklisted (To be scanned and uploaded)

On company Letter head

Date: XX/XX/XXXX

To,

The Director,

Punjab State e- Governance Society, Punjab

D-241, Near Quark City, Industrial Area, Phase 8B, Sector 74,

Mohali, Punjab.

Subject: Declaration on not being blacklisted by any State/Central Government department, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state/central /Local Government or quasi-government entity, department, agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

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13.2 Experience Details (On Company Letter head)

Date: XX/XX/XXXX

To,

The Director,

Punjab State e- Governance Society, Punjab

D-241, Near Quark City, Industrial Area, Phase 8B, Sector 74,

Mohali, Punjab.

Subject: List your clientele with amount of project completed (cover letter) along with the work order and completion certificate

Dear Sir,

This is to certify that I/We have worked and successfully completed the below mentioned projects. Work order and completion certificate for these projects is attached for your ready reference.

Project 1:

| | | |
|-------------------------------------|--|---|
| Name of Client | | Approx. Value of Services (INR) |
| Assignment Name: | | Assignment Ref No: |
| Address: | | Job Awarding Authority |
| Start date (Month/Year): | Completion Date (Month/Year): | Job Completion Certificate Ref No: |

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| | | |
|--|--|--|
| | | |
|--|--|--|

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

13.3 Team of Software Professionals (On Company Letter head)

On company Letter head

Date: XX/XX/XXXX

To,

The Director,

Punjab State e- Governance Society, Punjab

D-241, Near Quark City, Industrial Area, Phase 8B, Sector 74,

Mohali, Punjab.

Subject: Declaration on team strength of more than 20 software professionals

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) has a team strength of more than 20 software professionals who are on roll with the company.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

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13.4 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)

Performance Bank Guarantee

Ref: _____

Date: _____

Bank Guarantee No.: _____

To,
The Director,
Punjab State e- Governance Society, Punjab
D-241, Near Quark City, Industrial Area, Phase 8B, Sector 74,
Mohali, Punjab.

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Design, Development of Web and Mobile Applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you for Design, Development of Web and Mobile Applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value or Rs 2,00,000 whichever is higher, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

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Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value or Rs 2,00,000 (whichever is higher) i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 15 months from the date of signing of Contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 15 months from the date of signing of Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

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Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value or Rs 2,00,000 whichever is higher, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only for 15 months from the date of signing of Contract.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 15 (Fifteen months).

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Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2019.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Note: In case of additional order, separate 10% Performance Bank Guarantee of the total value of raised quantity will have to be submitted/deposited by the selected bidder.

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13.5 Request for Clarification

Bidders requiring specific points of clarification may communicate with the Punjab State e-Governance Society, Punjab on or before the Pre-bid using the following format. If bidder is sending the clarification request through portal, he needs to fill the form in the below format and upload the document.

| BIDDER'S REQUEST FOR CLARIFICATION | | | |
|---|--|---|----------------------------------|
| <<Name of Bidder submitting query / request for clarification>> | | | |
| <<Full formal address of the Bidder>> | | | Tel: |
| | | | Fax: |
| | | | Email: |
| S. No | Tender Reference (Section No. / Page No.) | Content of Tender requiring clarification | Points of clarification required |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| | | | |

13.6 Draft Contract

This is only a draft contract and will be finalized post the selection of the Bidder.

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. February), _____ (e.g. 2019), between Punjab State e- Governance Society, Punjab of (hereinafter called 'the Purchaser') which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

_____ of _____ (hereinafter called 'the Bidder') which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Services, viz. _____,

_____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS the Purchaser has accepted a Bid by the bidder for the Services as defined in the Scope of Work in the sum of _____ (hereinafter 'the Contract Value').

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as 'Contract Documents') shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Tender: Reference number PSeGS/550th Commemoration/2019/1 dated **05/03/2019**
 - b) Any corrigendum / addendums / clarifications issued for this document
3. The mutual rights and obligations of the Purchaser and the Bidder shall be as set forth in the Contract, in particular:

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- a) The Bidder shall carry out the Services as defined in the Scope of Work in accordance with the provisions of the Contract; and
- b) The Purchaser shall make payments to the Bidder in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Purchaser]

[Authorized Representative]

For and on behalf of [name of Bidder]

[Authorized Representative]

[Note: If the Bidder consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Bidder

[Name of member]

[Authorized Representative]*

**Certificate is required which should be approved by the board of Directors of the bidder mentioning him the 'Authorized Representative'*

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General Conditions of Contract

1. GENERAL PROVISIONS

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| 1.1 Definitions | <p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) 'Acceptance' means acceptance sign-off of the deliverables by the Punjab State e- Governance Society, Punjab or any of its designated officials / agencies. (b) 'Applicable Law' means the laws and any other instruments having the force of law in India. (c) 'Bid' / 'Proposal' means the documents in their entirety comprising of the qualification and Commercial Proposal, clarifications to these, Technical Presentation submitted by the Bidder, in response to this document, and accepted by the Punjab State e- Governance Society, Punjab. (d) 'Below Performance' means the deliverables submitted by the Bidder is not of acceptable quality or warranty and maintenance services have not been rendered as per the requirements / conditions specified in this Contract. (e) 'Bidder' means the successful Bidder who is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term Bidder shall be deemed to include the Bidder's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract. (f) 'Bidder's Representative' means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and project management. (g) 'Total Contract Value/ Contract Value' refers to the value finally agreed between the Department and the successful Bidder for the delivery of goods and services mentioned in this document; which will be the maximum value payable to the successful Bidder on this Contract; taxes and duties being paid to the Bidder on actual basis). (h) 'Contract' means the Agreement entered into between the Bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexes thereto, this document and all Annexes thereto and the agreed terms as set out in the bid, all |
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| | <p>documents incorporated by reference therein and amendments and modifications to the above from time to time.</p> <p>(i) 'Effective Date' means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") Performance Guarantee is submitted and contract is signed between the Purchaser and Bidder.</p> <p>(j) 'Force Majeure' -For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(k) E-Tender means Tender released through the E-tendering portal https://eproc.punjab.gov.in and reference number PSeGS/550th Commemoration/2019/1, containing the services for Design, Development of web and mobile applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th anniversary of Jallianwala Bagh, and including all clarifications/addendums, explanations and amendments issued by the Department in respect thereof.</p> <p>(l) 'Sign Off' means written documentation issued by the Purchaser evidencing the acceptance, approval or completion, as the case may be, of any Deliverable that may be required in terms of the Contract.</p> <p>(m) 'Contract Period' means the time period from the date of signing of Contract till Dec 2019.</p> <p>(n) 'End of Contract' means the time when the Contract Period has ended.</p> <p>(o) 'Day' means any day that is not a Saturday or Sunday or a public holiday (as declared by Government of Punjab).</p> <p>(p) 'GC' mean General Conditions of Contract.</p> |
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| | <p>(q) 'Government' means the Government of Punjab.</p> <p>(r) 'In writing' means communicated in written form with proof of receipt.</p> <p>(s) 'Party' means the Purchaser or the Bidder, as the case may be, and 'Parties' means both of them.</p> <p>(t) 'Purchaser' means the entity purchasing the services under this Contract</p> <p>(u) 'Department' means the Punjab State e- Governance Society, Government of Punjab. The Department is the Purchaser of the services under this Contract.</p> <p>(v) 'SC' means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(w) 'Service' means Design, Development of Web and Mobile Applications for commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji and 100th Anniversary of Jallianwala Bagh & warranty services till Dec 2019 from the date of signing of contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract.</p> <p>(x) 'Bidder' means the selected party that will provide the services to the Purchaser under this contract.</p> |
| 1.2 Relationship Between the Parties | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under. |
| 1.3 Law Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. |
| 1.4 Language | This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.5 Notices | |
| 1.5.1 | Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of |

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| | the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC. |
| 1.5.2 | A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC. |
| 1.6 Location | The Services shall be performed mainly at the development center (location) of the bidder or as per the location mentioned by the Purchaser. |
| 1.7 Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC. |
| 1.8 Taxes and Duties | The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India |
| 1.9 Fraud and Corruption | |
| 1.9.1 Definitions | <p>It is the Purchaser's policy to require that the Purchaser as well as Bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) 'corrupt practice' means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) 'fraudulent practice' means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> |

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| | <p>(iii) 'collusive practices' means a scheme or arrangement/pooling between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) 'coercive practices' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) 'unfair trade practices' means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p> |
| 1.9.2 Measures to be taken by the Purchaser | <p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract</p> |
| 1.9.3 Commissions and Fees | Purchaser will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. |
| 1.9.4 Interpretation | <p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> |

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| | <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this</p> <p>(j) Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail</p> |
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 2.1 Conditions Precedent | <p>This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.</p> <p>a. Furnishing by the Bidder, an unconditional, irrevocable and continuing Bank Guarantee of the sum equivalent to 10% of the Total Contract Value or Rs 2,00,000 whichever is higher, in the format provided in this document which would remain valid until 15 months after signing of the contract. The claim period against this Bank Guarantee shall exceed validity of Bank Guarantee by 6 additional months i.e. any claim against Bank Guarantee can be made within 15 months from the date of submission of the same.</p> <p>b. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract.</p> <p>c. Furnishing of such other documents as the Purchaser may specify.</p> |
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| | d. The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have. |
| 2.2 Effectiveness of Contract | <p>This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in this Tender document. The date the Contract comes into effect is defined as the Effective Date.</p> <p>The total time period of contract would be as specified in this document</p> |
| 2.3 Commencement and Progress of Services | <p>(a) The Bidder shall begin the work from the time contract has been awarded.</p> <p>(b) The Bidder shall subject to the fulfillment of the conditions precedent set out in this tender, commence the performance of its obligations in a manner as specified in the Scope of Work.</p> <p>(c) The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.</p> <p>(d) The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work, SLA and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out here under.</p> <p>(e) The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.</p> |

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| | (f) The Bidder will ensure that the web portal and mobile applications are compliant with GIGW (Guidelines for Indian Government Websites) and WCAG (Web Content Accessibility Guidelines 2.0) to ensure proper standardization of all content as defined in this document. |
| 2.4 Status Reports | <p>(a) Bidder shall provide the deliverables with best of quality and user experience as mentioned in the tender document.</p> <p>(b) After the deliverable with respect to every milestone, the Bidder shall provide a monthly report of all issues logged, date and time of logging the issue, details of user who logged the issue, resolution provided and date and time of the resolution on a monthly basis.</p> <p>(c) The Bidder shall be penalized for non-compliance of Performance Indicators as per this RFP document. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the quality and performance of warranty services rendered by the Bidder.</p> <p>(d) At any time during the course of the Contract, the Purchaser shall have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the quality and performance of goods and services supplies by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose.</p> <p>(e) Should the rate of progress at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to tender requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing.</p> <p>(f) The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to this document requirements. The Bidder shall not be entitled to any additional payment for taking such steps.</p> |

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| 2.5 Expiration of Contract | Unless terminated earlier pursuant to Clause 2.3 of GC hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in this document. |
| 2.6 Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein. |
| 2.7 Modifications or Variations | <p>(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p> |
| 2.8 Force Majeure | |
| 2.8.1 Definition | <p>(a) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p> |
| 2.8.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.8.3 Measures to be Taken | (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. |

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| | <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Purchaser, shall either:</p> <ol style="list-style-type: none"> i. Demobilize;; or ii. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro data basis, under the terms of this Contract. <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 2.8.</p> |
| 2.9 Suspension | The Purchaser may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Bidder of such notice of suspension. |
| 2.10 Termination | |
| 2.10.1 Termination of Contract for Failure to Become Effective | If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than fifteen (15) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 2.10.2 By the Purchaser | The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of |

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| | <p>the events specified in paragraphs (a) through (i) of this Clause GC 2.10.2. In such an occurrence the Purchaser shall give a not less than fifteen (15) days' written notice of termination to the Bidder, and thirty (30) days' in the case of the event referred to in (e).</p> <p>(a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Bidder becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(e) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Bidder submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(h) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(i) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.10.2, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services and products similar to those undelivered or not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar services and products. However, the Bidder shall continue performance of the Contract to the extent not terminated.</p> |
| <p>2.10.3 By the Bidder</p> | <p>The Bidders may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.10.3:</p> |

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| | <p>(a) If the Purchaser fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Purchaser of the Bidder's notice specifying such breach.</p> |
| <p>2.10.4 Cessation of Rights and Obligations</p> | <p>Upon termination of this Contract pursuant to Clauses GC 2.10.1 or GC 2.10 hereof, or upon expiration of this Contract pursuant to Clause GC 2.5 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.</p> |
| <p>2.10.5 Cessation of Services</p> | <p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.10.2 or GC 2.10.3 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Bidder and equipment and materials furnished by the Purchaser, the Bidder shall proceed as provided, respectively, by Clauses GC 3.11 or GC 3.12 hereof.</p> |
| <p>2.10.6 Payment upon Termination</p> | <p>Upon termination of this Contract pursuant to Clauses GC 2.10.2 or GC 2.10.3, the Purchaser shall make the following payments to the Bidder:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.10.2 (d), (e), (g), (h) or 2.10.3, remuneration pursuant to Clause GC 6.3(c) hereof</p> |

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| | <p>for goods and services satisfactorily delivered prior to the effective date of termination.</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.10.2 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Bidder will be required to pay any such liquidated damages to Purchaser within thirty (30) days of termination date.</p> |
| <p>2.10.7 Disputes about Events of Termination:</p> | <p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.10.2 or in Clause GC 2.10.3 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> |
| <p>2.11 Extension of Contract</p> | <p>The contract may be extended for a further period at the same terms and conditions subject to mutual consent of the Purchaser and Bidder. The Purchaser shall notify in writing to the Bidder, at least two weeks before the expiration of the Term hereof, whether extension of the Term to Bidder is being considered. The rates used for the calculation of the Total Contract Value as accepted in the financial bid shall be effective for such extension.</p> <p>Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the contract will come to an end automatically at the end of contract period.</p> |
| <p>2.12 Measurements and Arithmetic Conventions</p> | <p>All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest Rupee.</p> |

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| 2.13 Ambiguities within Agreement | <p>In case of ambiguities or discrepancies within this Contract, the following principles shall apply:</p> <ul style="list-style-type: none"> (a) as between two clauses of this Contract, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause; (b) as between the provisions of this Contract and the Schedules, the Contract shall prevail, save and except as expressly provided otherwise in the Contract or the Schedules; and (c) Arithmetic errors shall be corrected. (d) As between any value written in numerals and that in words, the value lower of the two shall be considered. |
| 2.14 Priority of Documents | <p>This Contract, including its Schedules, represents the entire Agreement between the parties as noted in this clause. If in the event of a dispute as to the interpretation or meaning of this Contract it should be necessary for the parties to refer to documents forming part of the bidding process leading to this Contract, then such documents shall be relied upon and interpreted in the following descending order of priority:</p> <ul style="list-style-type: none"> (a) Any clarifications / amendments issued by the Punjab State e-Governance Society, Punjab on the Contract and SLA, Schedules and Annexures. (b) This Contract along with the SLA Agreement, Schedules and annexure; (c) Tender Document and addendum / corrigendum for this document (if any). <p>For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Contract, Annexure / Schedules or the contents of this document, the terms of this Contract shall prevail over the Annexure / Schedules or the contents and specifications of this document.</p> |

3. OBLIGATIONS OF THE BIDDER

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| 3.1. General | |
| 3.1.1. Standard of Performance | The Bidder shall deliver goods and Services and carry out their obligations hereunder with all due diligence, efficiency and |

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| | economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties. |
| 3.2.1. Bidders Not to Benefit from Commissions, Discounts, etc. | The payment of the Bidder pursuant to Clause GC 6 shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment. |
| 3.2.2. Prohibition of Conflicting Activities | The Bidder shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
| 3.2.3. Confidentiality | Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| 3.2.4. Information Security | The Bidder and Bidder's Team shall follow the Information Security policy and any guidelines regarding information security and documentation issued from time to time by the Purchaser or Government of Punjab. |
| 3.3. Accounting, Inspection and Auditing | The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form |

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| | and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall permit the Purchaser or its designated representative and/or the Purchaser and up to five years from expiration or termination of this Contract, , if required, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be. |
| 3.4. Sub-contracting | The Bidder shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract. |
| 3.5. Reporting Obligations | The Bidder shall submit to the Purchaser proper deliverables by following the software standards and digital marketing standards. |
| 3.6. Ownership and Retention of Documents | Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents. |
| 3.7. Rights of Use | All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Bidder under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Bidder shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of the Purchaser or its nominated agencies. |
| 3.8. Equipment and Materials Furnished by the Purchaser | Equipment and materials provided by the Bidder pursuant to the scope of work of the Bidder under this contract to the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. |
| 3.9. Equipment and Materials | Equipment or materials brought into India by the Bidder and the Personnel and used either for the Project or personal use, other than those specifically sought to be purchased by the Purchaser |

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| Provided by the Bidders | through this contract shall remain the property of the Bidder or the Personnel concerned, as applicable. |
| 3.10. Assignment | The Bidder shall not assign, in whole or in part, their obligations under this Contract |

4. BIDDER'S PERSONNEL

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| 4.1 General | The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Commissioning and maintenance Services under this contract. |
| 4.2 Nodal Officer | The Bidder shall ensure that at all times during the Bidder's performance of the Services a Nodal officer, acceptable to the Purchaser, shall take charge of the performance of such Services. |

5. OBLIGATIONS OF THE PURCHASER

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| 5.1 Assistance and Exemptions | Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. |
| 5.2 Payment | In consideration of the Services performed by Bidder under this Contract, the Purchaser shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract. |

6. PAYMENTS TO THE BIDDER

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| 6.1 Total Cost of Services | (a) The total cost of the Services payable is set forth as per the Bidder's proposal to the Purchaser Except as may be otherwise agreed under Clause GC 2.7; taxes and duties being paid on actuals. |
| 6.2 Currency of Payment | All payments shall be made in Indian Rupees |

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| 6.3 Terms of Payment | <p>The payments in respect of the Services shall be made as follows:</p> <ul style="list-style-type: none"> (a) Payments shall be made to the Bidder by the Purchaser as per the agreed terms and conditions mentioned in this document. (b) All payments under this Contract shall be made to the accounts of the Bidder specified in the SC. (c) The submitted invoices are to be generated either from the address of Bidder's registered office or an office in Punjab/Chandigarh. (d) All payments to be made by Purchaser to the Bidder in accordance with the prices quoted by the Bidder in his Commercial Bid and shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services other than taxes and duties which shall be paid on actuals. (e) Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under Scope of Work, against value of contract. Taxes and duties shall be charged on actuals as per the applicable rates. However, Service Tax shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs. (f) No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been approved by the Purchaser as per mutually agreed rates in writing in accordance with Clause on Change order. (g) In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser shall, after notifying the Authorized Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties. (h) In the event of the Bidder noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Bidder shall bring it to the record of the Authorized Representative of the |
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| | <p>Purchaser. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.</p> <p>Deductions:</p> <p>(i) All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis.</p> <p>Duties, Taxes and Statutory levies.</p> <p>(j) The Bidder shall bear all personnel taxes levied or imposed on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.</p> <p>(k) Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.</p> |
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| | <p>(l) If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.</p> <p>(m) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Purchaser shall not bear responsibility for the same. Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/Bidder.</p> <p>(n) The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.</p> <p>(o) In case of early termination of the contract, Assessment shall be made of work done from the previous payment period, for which the payment is made or is to be made till the date of the termination. The Bidder shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified.</p> <p>(p) The final settlement of payment will be made only after completion of contract period and deduction of penalties (if any). Performance Bank Guarantee shall only be released after the contract period. The Bidder shall be obliged to extend the validity of the Performance Bank Guarantee till such time.</p> |
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7. GOOD FAITH

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| (q) 7.1 Good Faith | (r) The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| (s) 7.2 Operation of the Contract | (t) The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the |

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| | <p>interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.</p> |
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8. SETTLEMENT OF DISPUTES

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| 8.1 Amicable Settlement | <p>Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.</p> |
| 8.2 Arbitration | <p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 1 (one) arbitrator i.e., "Vice-Chairman-PSeGS".</p> <p>(b) Arbitration proceedings shall be held at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p> |

9. LIQUIDATED DAMAGES

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| 9.1 | The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. |
| 9.2 | The amount of liquidated damages for services under this Contract shall not exceed 10 % of the Contract Value. |
| 9.3 | <p>The liquidated damages shall be applicable under the following circumstances:</p> <p>(a) Except as provided under GC 2.7, if the Bidder fails to perform the services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, levy a penalty, as liquidated damages, not exceeding 10% of the total contract value.</p> <p>(b) In addition, the Bidder is liable to the Purchaser for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and requirements as per the Contract, and the same is not modified to meet the requirements within 72 hours days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Bidder</p> |

10. SEVERANCE

If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All the remaining provisions of the Contract shall remain in full force and effect.

11. ADHERENCE TO RULES & REGULATIONS

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| 11.1 Adherence to Safety | (a) The Bidder shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there |
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| Procedures, Rules, Regulations, & Restrictions | <p>under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Bidder shall abide by these laws.</p> <p>(b) Access to the Purchaser's locations shall be restricted to only essential personnel belonging to the Bidder who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Bidder shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Bidder shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Bidder shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Bidder shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).</p> <p>(e) The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations</p> <p>(f) The Bidder shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p> |
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12. INDEMNITY AND LIMITATION OF LIABILITY

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| 12.1 Indemnity | The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of: |
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| | <p>a. any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or</p> <p>b. Any breach of any of the terms of the Bidder's bid as agreed, the RFP and this Contract by the Bidder or any third party.</p> <p>c. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.</p> <p>The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p> |
| 12.2 Limitation of Liability | <p>Except in case of gross negligence or willful misconduct:</p> <p>a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and</p> <p>b) The aggregate liability of the Bidder to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |

13. MISCELLANEOUS PROVISIONS

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| 13.1 Miscellaneous Provisions | <p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Bidder shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> |
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| | <p>(iii) The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(iv) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.</p> <p>(v) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the Purchaser by Bidder are subject to Country and Punjab State public disclosure laws such as RTI etc.</p> <p>(viii) The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser</p> |
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Special Conditions of Contract

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
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| 1.5 | <p>The addresses are:</p> <p>Purchaser: Punjab State e- Governance Society, D-241, Near Quark City, Industrial Area, Phase 8B, Sector 74, Mohali, Punjab.</p> <p>Attention: The Director</p> <p>E-mail: dgr@punjab.gov.in</p> <p>Bidder (Name and Address):</p> <p>Authorized Representatives:</p> <p>Contact Number(s): Land Line:</p> <p align="center">Mobile:</p> <p>E-mail:</p> |
| 2.1 | The effective date of the Contract: |
| 2.4 | The time period shall be till December 2019 from the date of signing of the contract for the contract terms and 6 additional months for the warranty and support from the date of signing of contract between both the parties |
| 6.2 | The amount in Indian Rupees (INR) is [insert amount]. |
| 6.3 | <p>General terms and conditions of Payment Schedule</p> <ol style="list-style-type: none"> 1) All payments shall be made by the Purchaser in favor of the Bidder. 2) Payments shall be made to the Bidder by the Purchaser after deduction of penalties as applicable. Unless stated otherwise, all penalties incurred will be accumulated for every year and total value corresponding to all |

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penalties in this time period would be adjusted against the payments to be made to the successful bidder in that year.

3) Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Bidder is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Bidder, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.

4) All payments under this Contract shall be made to the account of the Bidder with (Bank & A/c No.): [insert amount]

Payments will be made by the Purchaser to the Bidder as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows:

| S. No. | Milestone | Payment (% of total cost of Project Value of work | Indicative Timeline |
|--------|--|---|---------------------|
| 1 | Submission of the web portal and mobile applications (Android and iOS) (commemoration of 100th Anniversary of Jallianwala Bagh) for UAT | 20% of the total cost of the project | T+7 days (T1) |
| 3 | Submission of the web portal and mobile applications (Android and ios) (commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji) for UAT | 20% of the total cost of the project | T+15 days (T2) |
| 3 | Go- Live of Web Portals, Android and IOS mobile applications for commemoration of 100th Anniversary of Jallianwala Bagh | 10% of the total cost of the project | T+10 days (T3) |
| 4 | Go- Live of Web Portals, Android and IOS mobile applications for | 10% of the total cost of the project | T+20 days (T4) |

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| | | | | |
|---------|--|---|--------------------------------------|--|
| | | commemoration of 550th Birth Anniversary of Shri Guru Nanak Dev Ji | | |
| | 5 | Operations and maintenance of web and Mobile applications (3 months post go live) | 20% of the total cost of the project | |
| | 6 | Operations and maintenance of web and Mobile applications (Post completion of the contract) | 20% of the total cost of the project | |
| | Payment will be made to the bidder only and only once the bank guarantee is submitted to the department. | | | |
| 8.2 (b) | The Arbitration proceedings shall take place in SAS Nagar in India. | | | |

Binding Signature of Purchaser

Signed by _____

Designation _____

Binding Signature of Bidder

Signed by _____

Designation _____

In the presence of (Witnesses)

1. Signature _____

Name _____

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Designation _____

2. Signature _____

Name _____

Designation _____