



## Tender for Software Development, Operations and Maintenance of State Admission Portal

Reference number: PSeGS/Admission-Portal/2023/1

Punjab State eGovernance Society  
O/o Department of Governance Reforms and Public Grievances,  
Government of Punjab  
Plot D-241, Industrial Area, Phase – 8B,  
Sector – 74, Mohali – 160071

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## 1. Notice inviting tender

***Punjab State eGovernance Society***

***O/o Department of Governance Reforms and Public Grievances, Government of Punjab***

***Tender Reference Number: PSeGS/Admission-Portal/2023/1***

PSeGS (Punjab State e-Governance Society) invites online bids for the appointment of Service Provider for Software Development, Operations and Maintenance of State Admission Portal.

Closing date and time is 24.03.2023 at 03.00 PM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

## 2. Document control sheet

SN	Particulars	Details
1.	Document reference number	PSeGS/Admission-Portal/2023/1
2.	Date & time for the start of sale of e-tender	03-03-2023 11:00 Hrs
3.	Date and time for submission of queries through email	10-03-2023 upto 15:30 Hrs
4.	Date and time for pre-bid meeting	13-03-2023 15:00 Hrs  Note: Bidders may join physically as well as through VC link:  <a href="https://meet.google.com/zst-tcph-ahh">https://meet.google.com/zst-tcph-ahh</a>
5.	Last Date and Time for submission of bids	24-03-2023 up to 15:00 Hrs
6.	Date and time of opening of pre-qualification bids	27-03-2023 up to 11:00 Hrs
7.	Date of opening of financial bids	To be intimated later
8.	Address For Communication And Venue For pre-bid meeting	Punjab State e-Governance Society O/o Department of Governance Reforms and Public Grievances, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali - 160071
9.	Cost of tender document (online payment)	Rs. 2,000/- (Rs. Two Thousand Only)
10.	Earnest Money Deposit (EMD) through online mode	Rs. 2,00,000/- (Rs. Two Lakh Only)
11.	Contact details	Name: Vikas Sehgal Mobile: 9872633880 Email: <a href="mailto:vikas.sehgal@punjab.gov.in">vikas.sehgal@punjab.gov.in</a>
12.	Website for RFP reference	<a href="https://dgrpg.punjab.gov.in/">https://dgrpg.punjab.gov.in/</a> and <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a>
13.	Method of Selection	Quality and Cost Based Selection (QCBS) (70:30)

*Tender for Software Development, Operations and Maintenance of State Admission Portal*

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

### 3. Definitions

- 3.1. Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:
- 3.1.1. “Client / PSeGS” means Punjab State e-Governance society.
  - 3.1.2. “Bidder” means a firm / company / business entity who submits a bid in response to this tender.
  - 3.1.3. “Bid” means proposal submitted by bidders in response to this tender issued by PSeGS for selection of “Service Provider”.
  - 3.1.4. “Committee” means the committee constituted by PSeGS for evaluation of bids.
  - 3.1.5. “Similar work” means software development, operations and maintenance of software.
  - 3.1.6. “Service Provider” means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender, for Software Development, Operations and Maintenance for State Admission Portal.
  - 3.1.7. “EMD” means “Earnest Money Deposit”.
  - 3.1.8. “PBG” means “Performance Bank Guarantee”.
  - 3.1.9. “Contract” refers to the contract entered between Client and the Service Provider.
  - 3.1.10. “SLA” refers to “Service Level Agreement”.
  - 3.1.11. “Day” refers to a calendar day except mentioned otherwise.
  - 3.1.12. “Go-Live” means when the code is moved from the test environment to the production environment for use by the citizens. At the time of the Go-Live, the complete solution is officially and formally available to the stakeholders.
  - 3.1.13. “IPR” means “Intellectual Property Rights”.
  - 3.1.14. “UG” means Undergraduate.
  - 3.1.15. “PG” means Postgraduate.
  - 3.1.16. “KT” means Knowledge Transfer.

## 4. Introduction

- 4.1. Punjab State e-Governance Society administers the implementation of e-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab.
- 4.2. One such e-Governance project - “State Admission Portal” ([admission.punjab.gov.in](http://admission.punjab.gov.in)) was developed by the Punjab State Government and is a joint effort of the PSeGS and Department of Higher Education. It is a secure, seamless and user-friendly platform for students to apply for admission to various government colleges and universities in the state. The portal also allows colleges to manage the entire admission process and make it easier for students.
- 4.3. The portal provides various features to students like online registration, payment gateway, college search, application fee payment, admission status, college allotment, and college selection. It also provides colleges with features like student details, course allotment, fee collection, and admission report. The portal also allows universities to manage the admission process for their colleges.
- 4.4. Overall, the State Admission Portal has been a great success in terms of providing an effective and efficient platform for students to apply for admission to government colleges and universities in the state. It has helped streamline the entire admission process and reduce the burden on the students as well as the colleges and universities.
- 4.5. Till now only 60+ Govt. Universities / Colleges were using the portal for admissions. However, now it has been decided that all private colleges affiliated to Panjab University, Chandigarh, Punjabi University, Patiala and Guru Nanak Dev University, Amritsar shall also start using the portal from the session 23-24 onwards.
- 4.6. Statistics of Online Admission:
- 4.6.1. The State Admission portal was launched in March, 2021.
- 4.6.2. Admission Data (Govt. Colleges)

Session	UG-Admissions	PG-Admissions
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2021-22	26,907	3,291
2022-23	28,609	2,578

- 4.6.3. The number of colleges (Govt./Aided/Pvt.) would be approximately 600.
- 4.6.4. The number of courses (Govt./Aided/Pvt.) would be approximately 200 UG.
- 4.6.5. The number of courses (Govt./Aided/Pvt.) would be approximately 150 PG.
- 4.6.6. The number of subjects (Govt./Aided/Pvt.) would be approximately 350.
- 4.6.7. Existing Cloud Storage Configuration:

S.N	Resource Description	Peak Load Configuration (During Admissions)	Minimal Configuration (Pre / Post Admissions)	Qty
1	Database Server - MS SQL Standard Edition	VM-32 Core, 256 GB RAM	VM-8 Core, 64 GB RAM	1
2	Database Server, DR Replica and Stg - MS SQL Standard Edition	VM-4 Core, 32 GB RAM	VM-4 Core, 32 GB RAM	1
3	App Server	VM-8 Core, 32 GB RAM	VM-4 Core, 16 GB RAM	4 *
4	Staging Server	VM-8 Core, 32 GB RAM	VM-8 Core, 32 GB RAM	1
5	Storage (Blob / Block)	5 TB	5 TB	NA
6	Web Application Firewall	-	-	1

\* (Multiple Nodes As per Load using Load Balance or Kubernetes Cluster).

- 4.6.8. Technology Stack: Primary technology stack is Dot Net core, C#, JavaScript, JQuery, Angular 10, MS SQL, Kubernetes, Docker etc.

## 5. Instructions to bidders

### 5.1. Bid evaluation process

5.1.1. The bid evaluation will be carried out in a three stage process as under:

5.1.1.1. Pre-qualification/Eligibility criteria

5.1.1.2. Technical evaluation

5.1.1.3. Financial bids evaluation

5.1.2. During the process of evaluation of the bids, the Client may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

### 5.2. Pre-qualification/Eligibility criteria

5.2.1. The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Technical Evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing.

5.2.2. The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
1.	Bidder should be either: <ul style="list-style-type: none"><li>• A company registered under the Indian Companies Act, 2013 / 1956 OR</li><li>• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR</li><li>• A partnership firm registered under the Indian Partnership Act, 1932</li></ul>	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.

<p>2.</p>	<p>The bidder should be in operation for at least the last five years as on 31.01.2023 and should have successfully completed “Similar Work” in government / large private organizations during the last five years ending 31.01.2023 as per following details: -</p> <p>A. One similar work costing not less than the amount equal to Rs. 60 lakh.</p> <p style="text-align: center;">OR</p> <p>B. Two similar works each costing not less than the amount equal to Rs. 45 lakhs each.</p> <p style="text-align: center;">OR</p> <p>C. Three similar works costing not less than the amount equal to Rs. 30 lakhs each.</p>	<p>1. For completed projects:</p> <p>a. Work order confirming year, cost and similar work.</p> <p>b. Completion certificate / Satisfactory Client certificate confirming year, cost and similar work.</p> <p>2. For projects in progress in which minimum 1 year has been completed:</p> <p>a. Work order confirming year, cost and similar work.</p> <p>b. Satisfactory Client certificate mentioning work order details along with completion of atleast 1 year of activity and the cost for the duration for which the work has been done.</p>
<p>3.</p>	<p>The bidder should have a minimum annual average turnover of Rs. 4 crores, in any three of the last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022 for which the bidder's accounts have been audited.</p>	<p>Audited Financial Statements</p> <p style="text-align: center;">With</p> <p>Certificate from statutory auditors clearly certifying the turnover requirements</p> <p style="text-align: center;">OR</p> <p>CA certificate clearly certifying the turnover requirements</p>
<p>4.</p>	<p>The bidder's net worth should be positive in at least three of the last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022.</p>	<p>CA certificate clearly certifying the net-worth.</p>

5.	The bidder should be ISO 9001 certified which should be valid on the date of submission.	Self-certified copy of certification.
6.	<p>The bidder shall submit the undertaking that the bidder :-</p> <p>A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.</p> <p>B. Has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>C. And their directors, partners and officers not have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	Self-Certified letter as per Annexure 10.3.
7.	The bidder should have a valid GST registration certificate and PAN in the name of	Self-certified copy of relevant valid certificates

	the bidder.	
8.	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof

*Note: All the above mentioned documents have to be scanned and uploaded.*

5.2.3. Bidders registered as a startup with Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab, shall be exempted from eligibility criteria mentioned at Sr. No. 2 to 4 in the above table. Registered startups are required to submit the self attested copy of the registration in order to avail the relaxations.

5.2.4. The compliance against the above criteria is to be submitted as per below format:-

SN	Particulars	Eligibility Criteria	Supporting Documents	Pg. No.	Compliance (Yes / No)
...	...	...	...	...	...

### 5.3. Technical Evaluation

5.3.1. The evaluation of the bidders will be carried out by the committee as per the technical evaluation criteria. Only the bidders who fulfill the given technical criteria shall be eligible for the Financial bid opening.

5.3.2. Technical Evaluation shall be done on the following basis:

SN	Criteria	Max Marks	Supporting Document Required
1	<p><b>Organizational Financial Strength</b></p> <p>Average Annual Turnover in any three of the last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022 for which the bidder's accounts have been audited.</p> <ul style="list-style-type: none"> <li>● Less than Rs. 5 Crore: <b>15 Marks</b></li> <li>● More than or equal to Rs. 5 Crore but less than Rs. 10 Crore : <b>17 Marks</b></li> <li>● More than or equal to Rs. 10 Crore: <b>20 Marks</b></li> </ul>	<b>20</b>	<p>Audited Financial Statements</p> <p>WITH</p> <p>Certificate from statutory auditors clearly certifying the turnover requirements</p> <p>OR</p> <p>CA certificate clearly certifying the turnover requirements</p>
2	<p><b>Experience with the Government</b></p> <p>No. of Successfully completed "Similar Work" awarded to the bidder by Centre Government / State Government / Semi-Government / PSU in the last seven years till 31.01.2023:</p> <ul style="list-style-type: none"> <li>● 1 - 2 projects : <b>15 Marks</b></li> <li>● 3 - 4 projects : <b>17 Marks</b></li> <li>● 5 or more projects : <b>20 Marks</b></li> </ul>	<b>20</b>	<p>1. For completed projects:</p> <ol style="list-style-type: none"> <li>a. Work order confirming year, cost and similar work.</li> <li>b. Completion certificate/ Satisfactory Client certificate confirming year, cost and similar work.</li> </ol> <p>2. For projects in progress in which minimum 1 year has been completed:</p> <ol style="list-style-type: none"> <li>a. Work order confirming year, cost and similar work.</li> <li>b. Satisfactory Client Certificate mentioning</li> </ol>

SN	Criteria	Max Marks	Supporting Document Required
			work order details along with completion of atleast 1 year of activity and the cost for the duration for which the work has been done.
3	<p><b>Past Experience</b></p> <p>The bidder should have successfully completed “Similar Work” awarded by large private organizations during the seven years ending 31.01.2023 as per following details: -</p> <p>One similar work costing not less than the amount equal to Rs. 60 lakh OR Two similar works each costing not less than the amount equal to Rs. 45 lakh each OR Three similar works costing not less than the amount equal to Rs. 30 lakh each - <b>15 marks</b></p> <p>More than one similar work costing not less than the amount equal to Rs. 60 lakh OR More than two similar works each costing not less than the amount equal to Rs. 45 lakh each OR More than three similar works costing not less than the amount equal to Rs. 30 lakh each - <b>20 Marks</b></p>	<b>20</b>	<p>1. For completed projects:</p> <p>a. Work order confirming year, cost and similar work</p> <p>b. Satisfactory Client certificate confirming year, cost and similar work.</p> <p>2. For projects in progress in which minimum 1 year has been completed:</p> <p>a. Work order confirming year, cost and similar work</p> <p>b. Satisfactory Client Certificate mentioning work order details along with completion of atleast 1 year of activity and the cost for the duration for which the work has been done.</p>

SN	Criteria	Max Marks	Supporting Document Required
4	<p><b>CMMi Level</b></p> <p>The bidder possesses CMMi certification which should be valid on the date of bid submission.</p> <p><b>: 5 Marks</b></p>	<b>5</b>	Certificate which is valid on the date of bid submission.
5	<p><b>ISO 9001 Certificate</b></p> <p>The bidder possesses ISO 9001 certification which should be valid on the date of bid submission</p> <p><b>: 5 Marks</b></p>	<b>5</b>	Certificate which is valid on the date of bid submission.
6	<p><b>ISO 27001 Certificate</b></p> <p>The bidder possesses ISO 27001 certification which should be valid on the date of bid submission</p> <p><b>: 5 Marks</b></p>	<b>5</b>	Certificate which is valid on the date of bid submission.
7	<p><b>ISO 20000 Certificate</b></p> <p>The bidder possesses ISO 20000 certification which should be valid on the date of bid submission</p> <p><b>: 5 Marks</b></p>	<b>5</b>	Certificate which is valid on the date of bid submission.

SN	Criteria	Max Marks	Supporting Document Required
8	<p><b>Technical Manpower (B.E. / B.Tech. / MBA / MCA / M.Sc. or equivalent or higher) on the rolls of the bidder:</b></p> <ul style="list-style-type: none"> <li>• More than 20 and less than 50 : <b>03 Marks</b></li> <li>• 50 or above and less than 100 : <b>05 Marks</b></li> <li>• Above 100 : <b>10 Marks</b></li> </ul>	<b>10</b>	Self-Certification by the Bidder
9	<p><b>Net worth:</b> The bidder has a positive net worth in the minimum number of years out of last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022:</p> <ul style="list-style-type: none"> <li>• any three FYs : <b>7 Marks</b></li> <li>• more than three FYs : <b>10 Marks</b></li> </ul>	<b>10</b>	CA certificate clearly certifying the net-worth
<b>Total</b>		<b>100</b>	

5.3.3. Only those Bidders whose absolute technical score is 50 or more shall be considered by the Client for further evaluation i.e. Financial bid evaluation.

5.3.4. Note: No clarifications shall be sought from the bidders regarding any of the documents submitted as part of the Technical Bid. It shall be the sole responsibility of the bidder to submit the documents as mentioned in the above table.

#### 5.4. Earnest Money Deposit (EMD)

5.4.1. The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

- 5.4.2. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 5.4.3. EMD of all unsuccessful bidders would be refunded by Client as promptly as possible after signing of the agreement with the successful bidder.
- 5.4.4. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 5.4.5. The EMD will be forfeited on account of one or more of the following reasons:-
  - 5.4.5.1. Bidder withdraws its bid during the validity period specified in the tender.
  - 5.4.5.2. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - 5.4.5.3. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
  - 5.4.5.4. If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

## 5.5. Clarification on tender document

- 5.5.1. The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

<b>SN</b>	<b>Tender Clause No.</b>	<b>Pg. No.</b>	<b>Tender Clause detail</b>	<b>Amendment Sought / Suggestion</b>	<b>Justification</b>
...	...	...	...	...	...

## 5.6. Preparation of bid

- 5.6.1. The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a

proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.

- 5.6.2. The bidders can visit "Site Offices" to see the actual installations for themselves to assess the quantum of work involved before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 5.6.3. The bid shall be uploaded on the [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 5.6.4. The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 5.6.5. The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 5.6.6. The bids submitted by a consortium of companies / firms or any subcontractors will be rejected.
- 5.6.7. All correspondences between the bidders and Client shall be written in the English language.
- 5.6.8. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Client on the basis of this tender.
- 5.6.9. Failure to comply with the below requirements shall lead to the bid rejection
  - 5.6.9.1. Comply with all requirements as set out within this tender.
  - 5.6.9.2. Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
  - 5.6.9.3. Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

## 5.7. Deviations

- 5.7.1. Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that the pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

## 5.8. Validity of bids

- 5.8.1. Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. Client reserves the right to reject a proposal valid for a shorter period as non-responsive.
- 5.8.2. If required, Client may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.
- 5.8.3. Client reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- 5.8.4. Client may, at its own discretion, extend the date for submission of proposals.

## 5.9. Amendment to the tender document

- 5.9.1. Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.
- 5.9.2. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, Client, at its discretion, may extend the last date for the receipt of bids.

## 5.10. Bid opening

- 5.10.1. A Client will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.

5.10.2. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

5.11. Financial bid format and evaluation

<b>Category 1 : Development cost of Software solution (one-time)</b>	
<b>Main Head</b>	<b>Total Cost (in Rs. incl GST)</b>
Development / enhancement cost for Software solution	
<b>Sub-Total 1</b>	

<b>Category 2: O &amp; M of Software solution</b>		
<b>Main Head</b>	<b>Monthly Cost (M) (in Rs. incl GST)</b>	<b>Total Cost (M * 6) (in Rs. including GST)</b>
O & M charges including hosting charges for peak load month <b>(From June till Nov)</b>		
O & M charges including hosting charges for non-peak load month <b>(From Dec till May)</b>		
<b>Sub-Total 2</b>		
<b>Total (1 + 2) (incl GST)</b>		

Note: All costs must be mentioned including GST.

5.11.1. Financial bids would be opened for only those bidders, who qualify all the Technical Evaluation Criteria as mentioned in this document on the prescribed date in the presence of bidder's representatives, who may wish to be present.

5.11.2. The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 70% weightage on technical score and 30% weightage on financial score. Calculation shall be done as follows:

5.11.2.1. Financial score shall be calculated as:

Financial score =  $100 * (\text{financial proposal of lowest bidder} / \text{financial proposal of bidder under consideration})$

5.11.2.2. Composite score shall be calculated as:

Composite score = (Technical score x 0.70) + (Financial score x 0.30)

Note: Technical score is the technical marks scored by the bidder in the technical bid.

5.11.2.3. The bidder whose Composite score is highest shall be ranked at first number (R1) and will be considered as the **successful Bidder** for signing of contract. The Bidder with the second highest composite score shall be considered as R2 bidder and so on.

5.11.2.4. If the R1 bidder is unable to provide the services in full or in part, the work order with the R1 bidder shall be canceled, the EMD and / or PBG of the R1 bidder shall be forfeited and the Client reserves the right to take appropriate action against the Service Provider. In such a case an offer will be given to the R2 bidder to provide the services at their prices or at the price quoted by the R1 bidder, whichever is lower, submit the PBG, sign the contract and become the new Service Provider. In the event R2 declines, R3 will be given the same option and so on.

5.11.3. In case the composite score of two or more bidders is the same, then the bidder having higher technical marks will be declared as the R1 bidder or the successful bidder. In case of a further tie between the technical scores, the bidder with the higher annual turnover for the FY2021-22 shall be declared as the R1 or the successful bidder.

5.11.4. Failure to abide by the tender conditions may result in forfeiture of EMD & PBG.

5.11.5. Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

5.11.6. The bidders quoting zero or negative charges in the financial bid will be treated as non-responsive and their EMD shall be forfeited.

5.11.7. Errors & Rectification:

5.11.7.1. If there is a discrepancy between words and figures of the cost, the amount in figures will prevail.

- 5.11.7.2. If the bidder doesn't accept the correction of error(s) as specified, their bid will be rejected.

## 5.12. Disqualifications

- 5.12.1. Client may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
  - 5.12.1.1. Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.
  - 5.12.1.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
  - 5.12.1.3. Failed to provide clarifications related thereto, when sought;
  - 5.12.1.4. Submitted more than one bid (directly / indirectly);
  - 5.12.1.5. Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
  - 5.12.1.6. Submitted a bid with price adjustment/variation provision.
  - 5.12.1.7. Documents are not submitted as specified in the tender document.
  - 5.12.1.8. Suppressed any details related to bid.
  - 5.12.1.9. Submitted incomplete information, subjective, conditional offers and partial offers submitted.
  - 5.12.1.10. Not submitted documents as requested in the checklist.
  - 5.12.1.11. Submitted bid with lesser validity period.
  - 5.12.1.12. Any non-adherence/non-compliance to applicable tender content.

## 5.13. Issue of Letter of Intent (LoI)

- 5.13.1. Client will issue a Letter of Intent (LoI) to notify the successful bidder in writing about acceptance of their bid. The LoI will constitute the formation of the contract.

#### 5.14. Performance security

- 5.14.1. The successful bidder shall furnish performance security to Client valuing @ 5% of the value of the contract within 15 days of release of Lol in the form of NEFT / cheque / DD / PBG.
- 5.14.2. PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, the Service Provider will have to extend the validity of PBG proportionately. If more items are brought under the contract, the concerned PBG will have to be increased proportionately whenever the increase in required PBG is more than one lakh rupees.
- 5.14.3. In case the successful bidder fails to submit performance security within the time stipulated, Client at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- 5.14.4. The Service Provider will not be entitled for any interest on the performance security submitted.
- 5.14.5. DGRPG shall forfeit the performance security in full or in part in the following cases:
  - 5.14.5.1. When the terms and conditions of contract are breached/ infringed.
  - 5.14.5.2. When the contract is being terminated due to non-performance of the Service Provider.
  - 5.14.5.3. The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### 5.15. Signing of contract

- 5.15.1. The successful bidder shall sign the contract with Client within 15 days of the issue of Lol. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

## 5.16. Fraud and corrupt / malpractices

- 5.16.1. All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.
- 5.16.2. For this purpose, definitions of the terms are set forth as follows:
  - 5.16.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.
  - 5.16.2.2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.
  - 5.16.2.3. "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
  - 5.16.2.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 5.16.3. Client will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- 5.16.4. Client will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

## 6. General Contract Conditions

### 6.1. Standards of performance

6.1.1. The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as a faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

### 6.2. Confidentiality

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

6.2.2. The Service Provider shall ensure that while providing services, all the details and information is kept confidential.

6.2.3. During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.2.4. The Service Provider will maintain the confidentiality of the data stored on the computer systems of the Service Provider / resources deployed for this work. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has the right to take legal action against the firm.

### 6.3. Termination of contract for default

- 6.3.1. The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 2 months' written notice. In such a case, the provisions under the Exit Management clause shall apply.

### 6.4. Termination of contract for insolvency, dissolution etc.

- 6.4.1. The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client. In such a case, the provisions under the Exit Management clause shall apply.

### 6.5. Termination for convenience

- 6.5.1. The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such a case, the provisions under the Exit Management clause shall apply.

### 6.6. Force Majeure

- 6.6.1. The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.6.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not

restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

- 6.6.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 6.7. Resolution of disputes

- 6.7.1. If any dispute arises between parties, then these would be resolved in following ways:

6.7.1.1. Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.7.1.2. Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be appointed by Hon'ble Punjab and Haryana High Court. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mohali. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

## 6.8. Legal Jurisdiction

- 6.8.1. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

## 6.9. Amendment to the contract

- 6.9.1. The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

## 7. Scope of Work

### 7.1. Introduction

- 7.1.1. The main Objective of the platform is to deliver an integrated online common admission portal for both UG & PG courses for the colleges of Punjab.
- 7.1.2. The scope of work includes, but is not limited to, end to end software solutions including Software Development, operations and Maintenance (including hosting) of State Admission Portal.
- 7.1.3. Broadly, the Service Provider would be required to perform the following:
  - 7.1.3.1. Take over the software on as-is basis (including hosting)
  - 7.1.3.2. Understand the changes required in the software
  - 7.1.3.3. Enhance current modules and develop new ones, if any. Update the website “admission.punjab.gov.in”.
  - 7.1.3.4. Go-live of the project.
  - 7.1.3.5. Operations and maintenance including bug-fixing and resolving technical complaints of users.

### 7.2. Admission Process

- 7.2.1. The admission process generally starts around June and ends in Oct / Nov each year. (The Service Provider will estimate the cost of resources, hosting, etc accordingly).
- 7.2.2. Students register on the State Admission Portal and fill the online admission form.
- 7.2.3. The portal provides an option for the students to choose the preference colleges and courses students want to take admission.
- 7.2.4. The portal provides an option for the students to submit their documents, certificates and registration fees.
- 7.2.5. CBSE Board and all State Boards integrated with the Admission Portal through DigiLocker. The integration also helps to streamline the admission process and reduce paperwork for students.

- 7.2.6. The auto verification process using the eSewa Application such as Income, Residence, SC & BC/OBS certificates
- 7.2.7. After the deadline for form submission, the portal then verifies the student details by the colleges. If any discrepancy is found, the system will inform students of the necessary corrections that need to be made.
- 7.2.8. The portal generates the Rank list of the eligible candidates based on Common Reservation Policy, Common Weightage Policy, Common Relaxation Policy and publishes on Portal.
- 7.2.9. The portal generates the merit list of the eligible candidates based on Common Reservation Policy, Common Weightage Policy, Common Relaxation Policy and publishes on Portal.
- 7.2.10. After the merits, the portal provides an option for the students who are in the merit list or waiting list to accept or reject the seat.
- 7.2.11. Once the student accepts the seat, pay the admission fee online based on Standardized Fee head structure
- 7.2.12. Some students may be eligible for a partial fee waiver, based on their seats quota or college policy.
- 7.2.13. After fee payment, the portal generates a unique Roll Number for the student.

### 7.3. Takeover and Understanding the Existing Application

- 7.3.1. Takeover of the entire application (including hosting) in as-is condition from the department within the period as specified in the tender.
- 7.3.2. Detailed analysis of existing application, its architecture, business logic, and data model
- 7.3.3. Analyze the existing application for any security issues, scalability, and performance
- 7.3.4. Understand and document the existing application's functionalities and features
- 7.3.5. Understand and document the current production environment and its dependencies

- 7.3.6. Understand and document the existing application's deployment process and procedures
- 7.3.7. Understand and document the existing application's maintenance process and procedures.
- 7.3.8. Understand the Common Reservation Policy, Common Weightage Policy, Common Relaxation Policy & Standardized Fee head structure.

#### 7.4. Enhancement of existing modules

7.4.1. The existing modules were designed for admissions of government colleges. Now, the modules are to be enhanced and modified so that the admission portal can be used for admissions by private colleges too.

7.4.2. The existing module and their brief description is as under:

<b>SN</b>	<b>Modules</b>	<b>Description</b>
1.	College ERP	Registration of Colleges. Login based interface to all colleges to gather college details such as: <ul style="list-style-type: none"><li>● College Profile details (Address, bank, contact details etc)</li><li>● College Courses details</li><li>● Course Seat details</li><li>● Course Subject details</li><li>● Course Fee details</li><li>● Fee Subhead details</li></ul>
2.	Student Registration	Login based interface for students to register and fill the application form for seeking admission in UG/PG Courses in colleges of Punjab: The application form shall consist of: <ul style="list-style-type: none"><li>● Student Registration</li><li>● Student Personal details</li><li>● Academic details</li><li>● Weightage details</li><li>● Document uploading</li><li>● College course preference</li></ul>

SN	Modules	Description
		<ul style="list-style-type: none"> <li>• Preview section</li> <li>• Registration fee through payment gateway</li> </ul>
3.	Verification Module	Login based interface for colleges to conduct verification of the students/completed applications in online mode
4.	Rank Generation module	Provision to generate/prepare rank of the students based upon their academic marks and weightage (if any)
5.	Merit Generation module	Provision to generate system-based merit based upon the: <ul style="list-style-type: none"> <li>• Rank of students</li> <li>• State reservation policy</li> <li>• University wise, college wise and course wise</li> </ul>
6.	Seat Offer Module	<ul style="list-style-type: none"> <li>• Provision for colleges to offer seats to the students based upon the merit list</li> <li>• It may consist of several rounds of counseling as per the need and demand</li> <li>• Online open counseling to fill the vacant seats</li> <li>• Provision to book/confirm the seat by the student by paying fees in the online mode</li> <li>• Provision to book a seat by paying the fee in offline mode to college directly</li> <li>• Dynamic receipt generation upon confirmation of seat</li> </ul>
7.	Fee Payment module	<ul style="list-style-type: none"> <li>• Multiple payment gateway integrations (with all modes of payment)</li> <li>• Provision to settle/transfer the fee paid by the student directly to the concerned college's account.</li> <li>• To manage and settle the payment disputes and refund related</li> </ul>

SN	Modules	Description
		<p>matters</p> <ul style="list-style-type: none"> <li>● Provision for full fee payment, part payment and fee concession</li> </ul>
8.	Dynamic Dashboard	<p>Provision to various stakeholders to review and monitor the real-time statistics of the admission portal form such as:</p> <ul style="list-style-type: none"> <li>● No. of students registered for UG &amp; PG</li> <li>● No. of admitted students in UG &amp; PG</li> <li>● Category based and gender-based registered as well as admitted students figures etc.</li> </ul> <p>To provide a dynamic dashboard for interactive visual display of data that can be used to monitor key performance indicators (KPIs). It allows Client to quickly and easily view and analyze information in real-time. Dashboards can be tailored to the needs of a specific user.</p>
9.	MIS Reports module	<p>Provision to access various reports at College level as well as departmental level such as:</p> <ul style="list-style-type: none"> <li>● Fee receipt Reports</li> <li>● Merit reports</li> <li>● Open counseling waiting list</li> <li>● Cancellation report</li> <li>● Roll No generation report</li> </ul> <p>In addition to the standard MIS reports, the portal also offers the customized reports that can be changed according to the Client requirement.</p>
10.	e-Ticketing Module	<p>To provide a CRM tool to manage operations during the entire admission schedule with access to college as well as the department.</p> <ul style="list-style-type: none"> <li>● To cancel student registration</li> <li>● To update student data</li> <li>● To update college data</li> </ul>

SN	Modules	Description
		<ul style="list-style-type: none"> <li>To lock/unlock student/college data</li> <li>To view Student and colleges data</li> <li>To revoke verification</li> <li>To revoke seat offer</li> <li>To cancel admission</li> </ul>
11	Roll No. Generation	<ul style="list-style-type: none"> <li>Provision to provide the complete details of the admitted students in the University's defined return format</li> <li>Provision to generate student roll no</li> <li>Provision to share the student data with college and university in their login IDs</li> </ul>
1	Integration with Universities.	Integration of University's independent portal with state admission portal for sharing/uploading of the Registration return data and other necessary data/reports on Universities portal.
13.	Integration with Boards/eSewa Application	<ul style="list-style-type: none"> <li>Integration of all boards with state admission portal to allow fetching of student's result data for registrations through Digilocker.</li> <li>The auto verification process using the eSewa Application such as Income, Residence, SC &amp; BC/OBS certificates</li> </ul>
14.	Training Module	Creation of module wise user manuals and video tutorials in all languages (Punjabi/Hindi/English) for the education of students, colleges, Universities and Department of Higher Education.
15.	SMS & Email Gateway Integration	<p>For sharing of following details through SMS &amp; Email</p> <ul style="list-style-type: none"> <li>Login Details for students / Colleges</li> <li>Merit details to Students</li> <li>Seat Offered details</li> </ul> <p>SMS cost will be borne by the Client.</p>

SN	Modules	Description
16.	Payment Gateway Integration	<ul style="list-style-type: none"> <li>• Payment gateway integrations through APIs for collection of registration fee &amp; admission payment.</li> <li>• The Client provides APIs for bidder to integrate with the portal.</li> </ul>
17.	Website	Following updation on website <ul style="list-style-type: none"> <li>• UG / PG Schedule</li> <li>• Seat Matrix</li> <li>• Colleges List</li> <li>• Merit List (UG &amp; PG)</li> <li>• Admission Payment Status</li> <li>• User Manual</li> <li>• FAQ</li> </ul>

7.4.3. Review and fine tuning of existing software optimization by implementing the best practices.

7.4.4. Resolve technical issues in the existing portal.

7.4.5. To enhance the Student Profile / College Profile.

7.4.6. Customization and enhancement of MIS Dashboard.

7.4.7. Develop a custom report and search data for specific needs.

7.4.8. Functionality to improve the user experience.

7.4.9. New integration with the Portal, if required.

## 7.5. Development of new modules

7.5.1. The Service Provider may be required to develop new modules although currently this is not anticipated.

## 7.6. Operation & Maintenance

7.6.1. The Operations and Maintenance phase shall begin post development and Go-Live of the software solution. For the new amendments / features, development shall be done by the Service Provider as per the requirement of the Client and cost for the same shall be included in the O&M cost only. The

changes as may be requested by the Client shall be done within 7 days of intimation by the Client. This timeline is subject to relaxation by the Client for valid justifications submitted in writing by the Service Provider.

- 7.6.2. The operations and maintenance may include, but are not limited to, bug-fixing, change requests addition of features / functionalities, data entry, supervision, performance reporting, calling and getting information / clarification from stakeholders, licenses, cloud hosting management, database management, optimum functioning of the software and servers, improving / optimizing performance of the software, technical support, etc.
- 7.6.3. The Service Provider to ensure the server shall run smoothly during the maintenance activities.
- 7.6.4. The Service Provider to ensure that the servers are configured to use the minimal configuration post November Month or Post Admission Process.
- 7.6.5. The Service Provider to ensure that MIS reports are accessible for viewing and download purposes.
- 7.6.6. The Service Provider to ensure that portal allows for offline entries by the colleges.
- 7.6.7. The Service Provider shall also be responsible for ensuring that any data collected and stored on the server is securely maintained and kept confidential.
- 7.6.8. The Service Provider shall also be responsible for providing technical support and guidance in the usage and maintenance of the Portal.
- 7.6.9. The Service Provider shall also be responsible for providing following documents:
  - 7.6.9.1. Product requirement document
  - 7.6.9.2. User Experience Design documentation
  - 7.6.9.3. Software architecture design document
  - 7.6.9.4. Source code document
  - 7.6.9.5. Quality assurance documentation
  - 7.6.9.6. Maintenance and help guide
  - 7.6.9.7. API documentation.

- 7.6.10. The Service Provider shall also be responsible for providing maintenance for the Portal. This may include troubleshooting of errors, maintenance of logs and backup of files.
- 7.6.11. Live training through Video Conference for colleges, Universities and Department of Higher Education.
- 7.6.12. The Service Provider shall be required to cater the redesigning and amendment in the solution, as may be requested by the Client, at no extra cost.
- 7.6.13. Operation and Maintenance of all aspects of the admission process including resolution of issues reported by students, Colleges, Universities and Department of Higher Education w.r.t all aspects of the admission process.
- 7.6.14. During the admission season, the Service Provider would be required to setup a helpdesk with mobile number which shall be available 24 \* 7 for taking note of issues reported, assisting users in resolution of issues faced and escalating issues to the development team if required. Electronic record of all calls for help / complaints shall be maintained, format of which shall be provided by the Client.

## 7.7. Hosting of the Software solution

- 7.7.1. The Service Provider shall provide the hostings over cloud environments (mandatorily from any of the MeitY empanelled Cloud Service Provider) adhering to all the guidelines regarding Cloud hosting as issued by GoI / GoP / MeitY from time to time. The Service Provider shall provide an undertaking or MAF from the MeitY empanelled CSP for the same.
- 7.7.2. The Service Provider shall be required to provide optimal hosting, which may include firewall, SSL, Routing, Subnets, Antivirus & Anti Malware, Anti DDoS Mitigation, Resource Utilization Monitoring (e.g.,VM, Storage), Identity Access Management System with MFA forCloud administration, Data Encryption at Rest, OS Patch Management System, Data Transfer In, Public IP Address, Cloud Management & Monitoring Dashboard, Cost and usage reporting, VPN connection,Load balancers, etc as per requirement / industry standards.
- 7.7.3. The Service Provider shall provide managed hosting services which shall include, but are not limited to, cloud resources management, patch management, security administration, support for third party audits, monitoring

performance and service levels, data backup, provide regular reports to the Client, etc.

- 7.7.4. The Service Provider shall ensure a minimum of 99.5% software uptime measured monthly for availability on 24 \* 7 basis. Considering the criticality of the infrastructure, the Service Provider is expected to design the solution with high level of redundancy and resilience to meet the uptime requirements.

## 7.8. General

- 7.8.1. The Service Provider shall perform necessary integrations as per the requirement of the Client. For example: SMS gateway, email gateway, digilocker, payment gateway, etc.
- 7.8.2. The solution must be updated to use the latest stable version of the technologies used for developing the solution.
- 7.8.3. The Service Provider shall provide necessary and sufficient training to the Client at any time as may be requested by the Client to supervise application and related activities.
- 7.8.4. Hosting of the application shall be the sole responsibility of the Service Provider as mentioned in this document. However, the Service Provider shall host / transfer the solution at Punjab State Data Center or any other infrastructure, if so requested by the Client, at no extra cost.
- 7.8.5. The software solution shall be operational 24 \* 7.
- 7.8.6. The Service Provider shall ensure to provide the following admin level access to the Client at the time of Go-Live or whenever so requested by the Client.
- 7.8.6.1. Technical: This shall include, but not limited to databases, VMs, hosting, software, tools, etc.
- 7.8.6.2. Managerial: This shall include, but not limited to:
- 7.8.6.2.1. API management module
  - 7.8.6.2.2. Database management module
  - 7.8.6.2.3. Performance / Uptime / SLA Reports
  - 7.8.6.2.4. MIS reports
- 7.8.7. Data Security

- 7.8.7.1. The Service Provider shall adhere to the policies/acts / guidelines/instructions / rules etc. issued by the Govt. of India / Govt. of Punjab from time to time on the data security & data protection of the citizens.
- 7.8.7.2. The production environment shall be hosted in production-grade servers isolated from the development and staging environments.
- 7.8.7.3. All production data will be stored in the cloud data center with encryption enabled. The data access to supervisors and administrators shall be through the application user interface. The user interface shall be HTTPS enabled.
- 7.8.7.4. The data transfer, archiving & purging frequency and mechanism to be defined during the design stages and executed during the project.
- 7.8.8. The Service Provider shall provide the security audit certificate of the complete solution from a CERT-In empanelled agency prior to Go-Live.
- 7.8.9. Any changes / enhancement / issues pertaining to the applications and infrastructure has to be handled by the Service Provider.
- 7.8.10. The Service Provider would be required to onboard new colleges for the admission process which includes payment gateway integration, credentials.
- 7.8.11. The Service Provider shall implement the software with multilingual support i.e. in Punjabi and English..
- 7.8.12. The Client may ask for any type of customization in the software. The Service Provider may also be requested to provide APIs for interacting with the solution database or consume external APIs in the customized software at no extra cost within 5 days of intimation.
- 7.8.13. The Service Provider shall provide a single point of contact (Project Manager level). This contact person shall be available onsite during the admission season and offsite post the admission process is completed.

## **7.9. Project Timelines & Deliverables**

- 7.9.1. The Service Provider shall be responsible to adhere to the following timelines for Software Development and Maintenance of State Admission Portal. However, the Client reserves the right to relax timelines and any of the penalties levied on the

Service Provider on submission of the justified reasons by the Service Provider in writing:

<b>SN</b>	<b>Activity</b>	<b>Deliverable</b>	<b>Timelines</b>
1.	Issuance of work order	-	T1
2.	Study As-Is & KT	Understanding & Takeover of Existing Application	T2: T1 + 7 days
3.	Requirement analysis	Submission of SRS	T3: T2 + 7 days
4.	Implementation of State Admission portal	Submission of implementation completion report and testing reports with screenshots (for all test scenarios & cases)	T4: T3 + 15 days
5.	UAT & Go-Live of Software solution	Sign-off of UAT report from the Client and Go-Live report of the Software solution	T5: T4 + 7 days
6.	Security Audit of the Software solution as per Govt. of India/MeitY guidelines	Security Audit certificate	Prior to Go-Live
7.	Change request (Modification in the software solution)	Submission of change request completion report and testing reports with screenshots (for applicable test scenarios & cases) Sign-off of UAT Report from the client and Go-Live report of the Software Development, Operations and Maintenance	Within 7 days of intimation by the Client

Note:

- *If the delay is caused on the client's end, the timelines for the project will be adjusted accordingly.*

## 7.10. Outsourcing / subletting

- 7.10.1. No part of the contract shall be outsourced by the Service Provider. Non-adherence to the same shall attract penal action against the Service Provider

## 7.11. Contract period

- 7.11.1. This contract shall be valid for a period of 1 year initially from the date of signing of the contract. If the services of the Service Provider are found satisfactory, the contract may be extended on the same prices for an additional period of maximum 2 years (1 year at a time) by mutual consent on the same terms & conditions.

## 7.12. Exit Management

- 7.12.1. On expiry or premature termination of the contract / work order, the Successful Bidder shall handover the complete source code, database backup, login credentials, design documents, latest API documents and project technical documentation, etc to the client, failing which appropriate action shall be taken against the Successful Bidder including blacklisting.

## 7.13. Intellectual Property Rights

- 7.13.1. The work done by the Service Provider i.e. Software Development, database backup/schema, creatives, designs, documents, etc. shall be Intellectual Property of the Client.
- 7.13.2. The Service Provider will not have the right to use/reproduce the State Admission portal / software solution in whatsoever manner during or after the end of the contract.
- 7.13.3. Database is the exclusive property of Client and the same shall not be used/shared by Service Provider in any manner.

## 8. SLA and Penalties

8.1.1. The SLA and penalties are as under:

<b>SN</b>	<b>Activity</b>	<b>Target / Service Level</b>	<b>Penalty for delays beyond target level</b>
1.	Submission of PBG	15 days from the issue of Lol	Rs. 200/- per day
2.	Signing of the contract and written submission regarding single point of contact for the project	15 days from the issue of Lol	Rs. 200/- per day
3.	Implementation of the project as per the project timelines & deliverables	As mentioned in this document	Rs. 500/- per day per deliverable
4.	Support Services	Refer to clause 8.2	As mentioned in this document
5.	Solution Availability	Refer to clause 8.3	As mentioned in this document
6.	Submission of reports as may be required by the client along with the invoice	As mentioned in this document or as may be requested by the Client	Payment for the respective quarters will not be released.
7.	Hosting of solution	as mentioned in this Tender document	Rs. 5,000/- per instance
8.	Security audit of complete solution from CERT-IN empanelled agencies	As mentioned in this document.	Rs. 200/- per day post Go-Live

SN	Activity	Target / Service Level	Penalty for delays beyond target level
9.	Complete knowledge transfer and handover of source code, database backup / schema, creatives, designs or any other material related to the project	Within 2 weeks of exit or as mentioned in this document	Rs. 1,000/- per day. The Service Provider may also be blacklisted if the delay is beyond one month.
11.	1. Security incident 2. Misuse of data 3. Loss of data 4. Adherence to the security compliances and guidelines issued by MeitY & CERT-In	The Service Provider shall ensure data security and there shall be no unauthorized usage of Government data in any manner without prior written permission from the Client	Rs. 10,000 per instance along with a letter of warning
12.	Ensure that updated admin access credentials of Cloud, Database, code repository, all dashboards etc. are shared with the Client at all times	-	Rs. 5,000 per instance. Quarterly payments to be released only after verifying the admin access.
13.	Request for Information, data, analytics reports /any other reports as may be required by the Client	Within 24 hours of request by the Client	Rs. 100/- per hour of delay
14.	Submission of testing report along with screenshots for bug / issue	At the time of the resolution of the bug/issue	Rs. 100/- per hour of delay

<b>SN</b>	<b>Activity</b>	<b>Target / Service Level</b>	<b>Penalty for delays beyond target level</b>
15.	Submission of Root Cause Analysis (RCA) report for bug/issue	Within 3 working days of request by the Client	Rs. 100/- per hour of delay
16.	Any non-compliance of the contract which is not covered above.	As mentioned in this document	A letter of warning on the first instance and penalty of Rs. 5,000/- on each repeated instance for the same non-compliance.

8.1.2. The maximum penalty shall be 20% of the monthly invoice value. After this limit is reached, a letter of warning shall be issued and the Client reserves the right to terminate the contract for default.

8.1.3. The penalty/timelines may be relaxed by the Client for justified reasons submitted in writing by the Service Provider.

## 8.2. Support Services

8.2.1. The criticality of the required services for software solution including bug fixing, technical support, etc is categorized under the four categories/priorities i.e. Critical, High, Medium, and Low. Each of the Support Category is associated with a respective response and resolution time as under:

Support Category	Criteria	Maximum Response Time	Maximum Resolution time	Penalty	
Critical	The solution is unable to be used for normal business activities.	15 Minutes	1 Hour	Response Time > 15 Minutes OR Resolution Time > 1 Hour	<p><b>Response time:</b> 0.1% of the monthly invoice value for every 15 minutes of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.5% of the monthly invoice value for every 1 hour of delay beyond the timelines.</p>
High	There is a problem with a part of the solution, which impacts on Client's decision making. No viable workaround is available. There is a likelihood of financial loss	30 Minutes	2 Hours	Response Time > 30 Minutes OR Resolution Time > 2 Hour	<p><b>Response time:</b> 0.1% of the monthly invoice value for every 30 minutes of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.5% of the monthly invoice value for every 2 hours of delay beyond the timelines.</p>

Support Category	Criteria	Maximum Response Time	Maximum Resolution time	Penalty	
Medium	The efficiency of users is being impacted but has a viable workaround.	1 Hour	12 Hours	Response Time > 1 Hour OR Resolution Time > 12 Hours	<p><b>Response time:</b> 0.05% of the monthly invoice value for every 4 hours of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.25% of the monthly invoice value for every 12 hours of delay beyond the timelines.</p>
Low	A fault, which has no particular impact on Processing of normal business activities.	1 Hour	24 Hours	Response Time > 1 Hour OR Resolution Time > 24 hours	<p><b>Response time:</b> 0.05% of the monthly invoice value for every 8 hours of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.25% of the monthly invoice value for every 24 hours of delay beyond the timelines.</p>

8.2.2. Support Services report shall be provided by the Service Provider on a monthly basis before the 7th of the next month w.r.t. priority wise, which indicates the number of issues resolved beyond the given timeline.

8.2.3. The Service Provider shall be responsible to provide 24 \* 7 incident resolution support as per the aforementioned table. Any delay in response or resolution shall be liable for penalty as per the table.

### 8.3. Solution Availability

- 8.3.1. % Monthly Availability =  $[\text{Actual Uptime} / \text{Total No. of Hours in a Month}] \times 100$
- 8.3.2. "Actual Uptime" means the aggregate number of hours in any month during which the complete solution is available for use (measured 24 x 7).
- 8.3.3. The below table shows the expected performance from the core services including performance criteria and service level agreements pertaining to the availability of services and activities required from the Service Provider during the operations of the complete solution.
- 8.3.4. Actual uptime shall be taken from the complete solution availability report submitted by the Service Provider using automated reporting tools.
- 8.3.5. The Service Provider shall take prior approval for scheduled downtime from the client in writing.
- 8.3.6. Penalties for non-adherence to timelines shall be as under:

Software Uptime	Penalty
Actual Uptime $\geq 99.5\%$	No penalty shall be imposed
Actual Uptime $\geq 99.0\%$ to $<99.5\%$	2% of the quarterly invoice value of that particular payment quarter
Actual Uptime $\geq 98.0\%$ to $<99.0\%$	5% of the quarterly invoice value of that particular payment quarter
Actual Uptime $\geq 97.0\%$ to $<98.0\%$	10% of the quarterly invoice value of that particular payment quarter
Actual Uptime $< 97.0\%$	No payment shall be made for that quarter.

- 8.3.7. Complete Solution Availability report (captured using automated tools) shall be submitted by the Service Provider to the Client on monthly basis before the 7th of the next month.

## 9. Payment terms

### 9.1. General

- 9.1.1. Payment to the Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS.
- 9.1.2. 100% of the payment for the development / enhancement of the solution will be released after Go-Live of the solution.
- 9.1.3. Payments regarding Operations and Maintenance shall be released on quarterly basis.
- 9.1.4. Payments shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
- 9.1.5. The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.
- 9.1.6. All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.
- 9.1.7. The payment against SoW not delivered and / or Services not rendered shall be withheld until the services are delivered and verified by Client. Such deductions shall be separate from penalties and shall not be included in the penalty cap, if defined in the tender / contract.

## 9.2. Prices

- 9.2.1. The rates quoted in the financial bid shall be inclusive of all taxes. However, the taxes shall be paid as applicable from time to time.
- 9.2.2. The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.
- 9.2.3. In the financial bid format, the bidder must quote prices of all items. If the bidder fails to quote the price of any of the line items, then the price of that particular item shall be assumed to be zero.

## 10. Bid formats

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

### 10.1. Covering letter

Bid Reference No. : *PSeGS/Admission-Portal/2023/1*

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Member Secretary,  
Punjab State e-Governance Society,  
O/o Department of Governance Reforms & Public Grievances  
Plot No. D-241, Industrial Area, Sector - 74,  
Sahibzada Ajit Singh Nagar,  
Punjab-160071

#### **Sub: Submission of bid for <Mention tender title>**

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced tender and submit our bid in full conformity with the said tender.
2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, deviations, if any, found in our bid shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and any additional documents submitted, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not reimburse any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating / co-participating through any of the other related parties or channels.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. Tender document cost and EMD has been paid online and the details are as below:-  
[Insert the details as applicable].
11. Our details have been filled below:-

<b>SN</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the bidder	
2.	Address with telephone numbers, email, etc	
3.	Date of incorporation and/or commencement of business	
4.	Registration Number	
5.	PAN Number	
6.	GST Registration Number	
7.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8.	Details of individuals who will serve as the point of contact/communication with the Client in case of	

	the award of the contract. <i>[The details must include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	
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12. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

SN	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

[\*: Strike off whichever is not applicable]

## 10.2. Format for Performance Bank Guarantee

To

Member Secretary,  
Punjab State e-Governance Society,  
O/o Department of Governance Reforms & Public Grievances  
Plot No. D-241, Industrial Area, Sector - 74,  
Sahibzada Ajit Singh Nagar,  
Punjab-160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of RFP No: / Contract no. <<insert RFP / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

### 10.3. Format for Undertaking

[On the letterhead of the organization]

No.

Date:

To,

Member Secretary,  
Punjab State e-Governance Society,  
O/o Department of Governance Reforms & Public Grievances  
Plot No. D-241, Industrial Area, Sector - 74,  
Sahibzada Ajit Singh Nagar,  
Punjab-160071

Subject: Self Declaration for not been blacklisted, insolvent and convicted of any criminal offense.

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

We confirm that our company or firm, <Name\_of\_the\_company/firm>, is as on the date of submission of this bid: -

- A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- B. Has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and has not been the subject of legal proceedings for any of the foregoing reasons.
- C. And our directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: