



Request For Proposal (RFP)
for Selection of Agency for conducting
Performance Audit of the Sewa Kendras running in the
State of Punjab

Tender Reference No: PSeGS/PerAudit/2023/01

Date of Publishing of RFP: 20th March 2023

**Department of Governance Reforms & Public Grievances,
Govt. Of Punjab**

**Plot No. D-241, Industrial Area,
Phase – 8B, Sector – 74, Mohali – 160071**

Disclaimer

The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of Punjab State e-Governance Society, O/o Department of Governance Reforms and Public Grievances, Government of Punjab or any of their representatives, employees or advisors (collectively referred to as "Purchaser/PSeGS"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder(s) with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for Purchaser to consider the investment objectives, financial situation and needs of each bidder who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

The Purchaser make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

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

The Purchaser, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder

under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.

The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for conducting Performance Audit of the Sewa Kendras running in the State of Punjab. Purchaser reserves the right to reject all or any of the bidder(s) or Bids without assigning any reason whatsoever.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its e-Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its e-Bid. All such costs and expenses shall be borne by the bidder(s) only and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the tendering process.

This RFP is being issued with no financial commitment and Purchaser reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

Notice Inviting e-Bids

Government of Punjab
Punjab State e-Governance Society
O/o Department of Governance Reforms and Public Grievances
RFP Reference Number: PSeGS/PerAudit/2023/01

Online bids are invited from the Transaction Advisors empaneled by PIDB for the Selection of Agency for conducting Performance Audit of the Sewa Kendras running in the State of Punjab.

This document can be downloaded from <https://dgrpg.punjab.gov.in> as well as the eProc portal <http://eproc.punjab.gov.in> from 20th March 2023, 05:00 PM onwards.

Closing date and time to submit the bids on State e-procurement portal i.e. <https://eproc.punjab.gov.in/> is 5th April by 3:00 PM.

Member Secretary, PSeGS

Fact Sheet

The Bidders are requested to refer this **Fact Sheet** comprising of important factual data in the RFP.

S. No.	Particulars	Details
1.	Assignment Title	RFP for Selection of Agency for conducting Performance Audit of the Sewa Kendras running in the State of Punjab
2.	Purchaser	Punjab State e-Governance Society O/o Department of Governance Reforms and Public Grievances, Government of Punjab
3.	Issue of Bidding Document/ RFP	20 th March 2023, 5:00 PM Onwards
4.	Last date of submission of queries via email	27 th March 2023 by 10:00AM
5.	Pre-Bid Meeting and Venue	27 th March 2023, 12:00PM Onwards Venue: Plot No. D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160071
6.	Last date of submission of Bid	5 th April 2023, 3:00PM
7.	Date and time of opening of Financial bids	6 th April 2023, 11:00AM
8.	Reverse Auction	To be intimated later
9.	Cost of RFP document & mode of payment	Rs. 2,000/- (Rs. Two thousand only) + processing fee as mentioned on State e-Procurement portal https://eproc.punjab.gov.in through online mode.

S. No.	Particulars	Details
10.	Earnest Money Deposit (EMD) through online mode	Rs. 60,000/- (Rs. Sixty Thousand only) to be paid on State e-Procurement portal https://eproc.punjab.gov.in through online mode.
11.	Method of Selection	Cost Based Selection (CBS) / Lowest cost or L1
12.	Performance Security	5% of the Contract Value/ Work order (item wise) discovered through E-tendering process
13.	Tender Availability	eproc.punjab.gov.in and https://dgrpg.punjab.gov.in
14.	Language of bid	English
15.	Bid validity	90 days from the last date of submission of the bid.
16.	Place of Execution	Throughout the State of Punjab
17.	Address and Email for Communication	Plot No. D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160071 E-Mail Id: Gaurav.nijhawan@punjab.gov.in

1 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP document and contract have the following meanings:

1.1 Abbreviations

S. No	Abbreviations	Full Form
1.	DMS	Document Management System
2.	EMD	Earnest Money Deposit
3.	GoP	Government of Punjab
4.	GoI	Government of India
5.	GSTN	Goods and Service Tax Number
6.	INR	Indian National Rupees
7.	NIB	Notice Inviting Bid
8.	PBG	Performance Bank Guarantee
9.	PO	Purchase Order
10.	RFP	Request for Proposal
11.	SLA	Service Level Agreement
12.	SoW	Scope of Work

1.2 Definitions

S.No	Acronym	Definitions
1.	Authority	Member Secretary, Punjab State e-Governance Society, O/o Department of Governance Reforms and Public Grievances, Government of Punjab
2.	Authorized Representative	This means any person authorized by either of the Parties i.e. Bidder and Purchaser.
3.	Bid	Bid means proposal submitted by bidders in response to this RFP document issued by Purchaser.

4.	Bidder/ Applicant	Any company/firm/organization that submits a bid while competing with others (from the list of Transaction Advisors empaneled with PIDB vide File No. FD-FE-40MISC/14/2021-5FE4 dated 28/0/2021), for providing services with respect to specific requirements as defined in this RFP Document.
5.	Central/ State Government Organization	Centre or State Government, Centre/State run PSUs, Statutory bodies or co-operative societies.
6.	Committee	This means the committee constituted by PSeGS, O/o Department of Governance Reforms and Public Grievances, Government of Punjab for bid management process for Selection of the Successful Bidder(s).
7.	Contract	Contract refers to contract entered between PSeGS, O/o Department of Governance Reforms and Public Grievances, Government of Punjab and the Successful Bidder(s), together with all the documents mentioned therein including all attachments, annexures etc.
8.	Day	Any day including Saturday or Sunday or a public holiday (As declared by Govt. of Punjab).
9.	Request for Proposal (RFP)	This means this complete document and its annexures and any other documents provided for Selection of Agency for conducting Performance Audit of the Sewa Kendras running in the State of Punjab.
10.	Parties	This means Purchaser and Bidder, collectively
11.	Party	This means Purchaser or Bidder individually
12.	Purchaser / Department	PSeGS, O/o Department of Governance Reforms and Public Grievances, Government of Punjab

13.	Specification	This means the document/standard that prescribes the requirement with which service has to conform.
14.	Total Contract Value	This means maximum value payable to the Successful Bidder which is agreed between the Purchaser and the Successful Bidder for the project.
15.	Week	Designated time frame consisting of all seven days including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.

2 Introduction

With the prime objective of bringing uniformity in the service delivery mechanism and to provide Government Services under one roof across the State, the Sewa Kendra project was implemented in the state in year 2016-17. Presently, 536 Sewa Kendras are functional across the State.

431 Citizen Services of various departments are being delivered through these Sewa Kendras with an average of 80,000 transactions per day.

Sewa Kendras are operating on a profit-Sharing model. (81% for Zone II and 60% for Zone I & Zone III).

Revenue is collected in the form of facilitation charges (FCs). FCs of G2C services is decided by Standing Committee under the Chief Secretary. Facilitation Charges of Business to Citizen (B2C) services are fixed by Service Operators. The present B2C services and rates are as under:-

Name of the B2C Service	Rates Fixed by M/s BLS Kendras Private Limited
Form Filling	<ul style="list-style-type: none">• ₹500/- per file for New Arms License and Marriage Registration Service• ₹10-20/- per file for Social Security and Labour Services• ₹ 100/- per file for other services
Color Printing	₹ 30/- per page
Lamination	₹ 30/- per page
Courier Services	₹50/- within the same District ₹ 75/- All India
Form Selling	₹1 per page of application form

Name of the B2C Service	Rates Fixed by M/s Digiqal Services Solutions Private Limited
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Form Filling	₹10 for 1st page of form plus ₹5 for each subsequent page
Color Printing	₹ 30/- per page
Lamination	₹20 per page
Courier Services	₹50/- All India
Form Selling	₹1 per page of application form
PAN Card	₹400/-

PSeGS being an Implementing Agency of DoGR, is managing the entire operations of Sewa Kendras for all three Zones. As per the decision in the 38th EC meeting of PSeGS, it was decided to conduct the performance audit of the services being provided through Sewa Kendras and Social Impact covering various aspects and stakeholders.

Hence, Purchaser invites the online bids from the list of Transaction Advisors empaneled with the PIDB vide File No. FD-FE-40MISC/14/2021-5FE4 dated 28/0/2021.

3 Scope of Work

The Successful Bidder is expected to do a detailed performance audit of the following broad functions along with its social impact but not limited to the below:

3.1 Service Delivery Audit

- a) The scope of Service Delivery Audit shall focus on ensuring the comprehensiveness of Service Delivery records (Offline/ Online) and shall include but not be limited to:
 - i. Completeness of the Service documents
 - ii. Evidence of the Applicant's history for the service applied
 - iii. Application Flow Notes/ Comments
 - iv. Compliance with regards to the Right to Service Act i.e. from the date of application to delivery
 - v. Alerts to Citizens and Stakeholders along with the Service Output

- b) If at any point in time the Purchaser issues Guidelines related to operations/service delivery for all or some of the Sewa Kendras, assessing compliance to Sewa Kendra Guidelines, it shall be within the scope of the Service Delivery audit. Purchaser shall keep on issuing the guidelines from time to time as required in the Public Interest or as per the directions from the Government.

Methodology:

- c) The Successful Bidder shall conduct the Service Delivery audit for atleast 10% of the Sewa Kendras running in the State of Punjab through on-site visits to the Sewa Kendras. The Successful bidder shall cover atleast 4 districts per Zone and atleast 5 Sewa Kendras per district i.e. (One Type 1, Two Type 2 and Two Type 3) while performing the Performance Audit and the social impact.
- d) For inspection of records, Successful Bidder can take help by discussing with the HQ team and the Operations and Maintenance Team of the Purchaser.
- e) The indicative process of conducting Service Delivery audits is set out below and based on this, the Successful Bidder shall submit its detailed audit methodology to the Purchaser for approval:
 - (i) The auditor shall check the data before meeting the Departmental Officials.
 - (ii) The audit should preferably be conducted in the presence of the Nominated Officials of the Purchaser.
- f) The Service Delivery audit shall include a review of service delivery records in the format approved by Purchaser time to time.

Personnal:

- g) All Service Delivery audits should compulsorily be done only by the auditor duly authorized by the Successful Bidder. The Successful Bidder shall share the profiles of all such auditors hired by it for Service Delivery audit purposes for the project. The Auditor shall have necessary education qualification and experience as required for the Performance Audit for the Sewa Kendras.

Frequency and Sample:

- h) The number of Service Delivery audits to be conducted by the Successful Bidder shall be atleast of 5000 applications sample size. The sample shall be selected in a manner that service

delivery shall include all the Departments for whom the services (Offline and Online) are provided via Sewa Kendra mode.

3.2 Sewa Kendra Operations

- a) Sewa Kendra Performance Audit shall be conducted as per the format submitted by the Successful Bidder to the Purchaser which is further vetted (if required) and approved by the Purchaser.
- b) Sewa Kendra Performance audit shall focus on compliance to Service Operator obligations like operational help desk, appropriate signage of the Scheme prominently displayed, etc., Proper Hygiene in the Sewa Kendra, Maintenance of the Hardware and Software provided, Proper Uniform and ID card of the staff, stationary stock, Daak Management, Token Management system, Queue Management, Internet Connectivity, Back up of Internet, Furniture, Water Availability, Electricity back up, waiting chairs, timings of the Sewa Kendra Operations, cctv recordings, attendance through m-Sewa etc. details of which are to be captured in audit format by the Successful Bidder.

Note: The above-mentioned list is just indicative in nature and not exhaustive.

3.3 Regular Analysis of the Services Delivered (Data based)

Monthly analysis of Services Delivered data is to be carried out and different report preparation is to be done by the Successful Bidder i.e Sewa Kendra wise transaction, Department wise-Service wise transactions, Actor wise hold time, Pendency, Send Back, Operator wise application filling time etc. Based on this data, The Successful Bidder shall submit its detailed report for the areas of improvement. This is to be done by checking the end to end flow along with the data captured, flagging such actors and subjecting them to audits with a view to correcting past shortcomings and ensuring course-corrections for future.

3.4 Field Survey for User Experience

To conduct in-depth interviews and field surveys of the beneficiaries/ Citizens who have availed service from the Sewa Kendras. The underlying objective of this questionnaire-driven audit is to not only ascertain the nature of service received by them but also to highlight a deficiency in services or malpractices, if any. Proper approach needs to be defined and it should be properly quantified. Format to be provided by the Successful Bidder which shall be further vetted by the Purchaser. The detailed report of survey shall be submitted by the Successful Bidder to the Purchaser.

3.5 Timely Service Delivery Audit

The Successful Bidder has to prepare a detailed report by checking the Service timelines as per Punjab Accountability and Transparency Act or any other relevant notifications/ acts where timelines of the services are mentioned. Proper comparison shall be done whether how many services are being delivered timely and what are the changes which are needed to make the system more effective for the citizen of Punjab who is willing to or has applied the citizen service.

3.6 Accountability

Performance auditing promotes accountability and oversight responsibilities to improve performance. It does this by examining whether the Sewa Kendra operators are efficiently and effectively implementing the SOPs and whether citizens have received the service in a hassle free manner. Performance auditing focuses on areas in which it can add value for citizens and which have the greatest potential for improvement. It provides constructive incentives for the responsible parties to take appropriate action. Successful Bidder is expected to check the accountability measures being used in the Sewa Kendras and how citizen is getting these services.

3.7 Public Grievances

The Successful Bidder has to do a detailed analysis and submit a report by defining a matrix/ evaluation parameters on the basis of which how Sewa Kendras are performing when citizens come up with the grievance.

3.8 Training Audit

Training is one of the most important parameters when it comes to learning and seeking clarify on the doubts. The Successful Bidder has to review all the training documents available and how trainings are being conducted at the District Level and what is the response rate and understanding with regards to all the operators of the selected Sewa Kendras for the Audit purposes.

3.9 Timely deposit of Cash

As the service operator is collecting the cash from the citizens after applying of the services, Successful Bidder has to submit a detailed report after analyzing whether the cash is being deposited in time or not, how payments are being reconciled etc.

3.10 DMS

Most of the services require the citizen to submit the documents while applying for the service. Operator scans the documents while applying the service online; however, hard copies of the documents still remains with the Sewa Kendra or handed over to the respective department. Successful Bidder is expected to study the proper mechanism and submits the performance audit report.

4 Instructions to Bidders

4.1 General

- a. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- b. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- c. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the

Purchaser based on this RFP.

- d. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written PO has been given by or on behalf of the Purchaser. The Purchaser may cancel this RFP at any time prior to a formal PO. However, once a Bidder has been selected through this e-tendering process and awarded a formal PO for execution of work as defined in this RFP and its corrigendum, the respective Bidder shall be bound to carry out all activities defined under this RFP. Post award, if the Selected Bidder retracts from carrying out such work, the EMD and/or Performance Security (if submitted) shall be forfeited, and Purchaser shall award the work to L2 bidder at the L1 rates and in case L2 denies to accept the Purchase Order, L3 shall be asked and so on.
- e. The Bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its Bid for the contract and price quoted in the Bid to cover all obligations under this RFP.
- f. The Bidder shall make all arrangements as part of the contract to cover the entire scope of work at their own cost and transport. The entire cost for transportation, boarding and lodging to be borne by the Successful Bidder only.
- g. Bids shall be submitted by the interested Bidders on the e-Procurement portal of Punjab <https://eproc.punjab.gov.in> before the time and date as defined in the Fact Sheet of this RFP.
- h. All RFP and corrigendum documents shall be available on DGR & PG website <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in> portal. Bidders are advised to check the e-Procurement portal of Punjab and DGR & PG website regularly for all updates regarding this RFP.
- i. Only online Bids shall be accepted. No other mode of Bid submission shall be accepted. If any of the attached documents are found to be forged/ fabricated/ false at any stage, the EMD/ Performance Bank Guarantee of the Bidder shall be liable to be forfeited/ encashed without prejudice to the right of the Purchaser to proceed against the bidder legally.

4.2 Compliant Bids/Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b. Failure to comply with the requirements of the RFP may render the Bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Comply with all the requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

4.3 Bidder to Inform

The Bidder shall be deemed to have carefully examined and understood the complete RFP prior to submission of their Bid. If the Bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications of the RFP or its subsequent corrigendum they shall, before the last date for submission of Pre-Bid Queries, set forth thereof and submit them to Purchaser in writing in order that such doubts are clarified.

In all matters regarding queries raised by Bidders on the clauses of the RFP, interpretation of clauses, scope, terms and conditions, instructions etc. as stated in this RFP and/or its subsequent corrigenda/addenda, if any, the decision of Authority shall be final and binding on all Bidders.

4.4 Pre-Bid Meeting & Clarifications

4.4.1 Bidders Queries

- a. Purchaser shall hold a pre-bid meeting with the prospective Bidders as per the date and time defined in the Fact Sheet of this RFP.

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by email on or before the date and time as defined in the Fact Sheet of this RFP. The queries needs to be sent on the email id defined in the email for communication section in the Fact Sheet of this RFP.

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

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

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- c. The Pre-Bid meeting shall be conducted to address any relevant queries or clarifications required to the prospective Bidders.
- d. Bidders are advised to attend the Pre-bid meeting in person so that all the discrepancies are resolved in a proper manner.

4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Corrigendum (if any) & clarifications to the relevant queries from Bidders shall be posted on the <https://eproc.punjab.gov.in> portal and <https://dgrpg.punjab.gov.in/>. Bidders are advised to check the portal and DGR & PG website frequently for all updates regarding this RFP.
- b. Any such corrigendum shall be deemed to be incorporated into this RFP and shall be considered as its part.
- c. In order to provide prospective Bidders reasonable time considering the corrigendum, Purchaser may, at its discretion, extend the last date for the receipt of Bids.

4.5 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Purchaser shall be written in English only.

4.6 Termination:

4.6.1 Termination for default

The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 15 (Fifteen) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

1. If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
2. If the Successful Bidder fails to bid or respond for three consecutive bids given by the purchaser without assigning any satisfactory reason to purchaser in writing or on email; or
3. If the Successful Bidder fails to perform any other obligation(s) under the contract; or
4. Laxity in adherence to standards laid down by the Purchaser; or

5. Discrepancies/deviations in the agreed processes and/or Services; or
6. Violations of terms and conditions stipulated in this RFP.
- a) In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the respective Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
- b) The Purchaser right to terminate the Contract will be in addition to the penalties/ liquidated damages and other actions as deemed fit.
- c) In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the services contracted with another Successful Bidder. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider'/ Successful Bidder completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Successful Bidder within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful Bidder is in breach of this obligation, they shall be liable for paying a penalty as provided in Penalty Section of this document, which may be settled from the payment of invoices or PBG for the contracted period or by invocation of Performance Bank Guarantee.

4.6.2 Termination for Insolvency, Dissolution etc

Purchaser may at any time terminate the Contract by giving written notice of 15 days to the Successful Bidder, if the concerned "Successful Bidder" 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 "Successful Bidder" provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to purchaser. In such case provisions under Exit Management clause of this RFP shall apply.

4.6.3 Termination for Convenience

1. The Purchaser may, at any time, by a prior written notice of 15 days, terminate this Contract or reduce the scope of the Services, including reduction in the manpower deployed.

2. On receipt of a notice of termination or reduction, the Successful Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect Purchaser Material and Contract Material; and continue work on any part of the Services not affected by the notice.

3. If this Contract is terminated, the Purchaser is liable only for: payments for Services rendered before the effective date of termination; and reasonable costs incurred by the Successful Bidder and directly attributable to the termination.

4. If the scope of the Services is reduced, the Purchaser's liability to pay the Service Charges or to provide Purchaser Material abates in accordance with the reduction in the Services.

5. The Successful Bidder is not entitled to compensation for loss of prospective profits.

4.7 Force Majeure

a) The Successful Bidder shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an exceptional event or circumstance:

i) which is beyond a Party's control,

ii) which such party could not reasonably have provided against before entering into the Contract (in this case acceptance of the PO).

iii) which, having arisen, such party could not reasonable have avoided or overcome, and

iv) which is not substantially attributable to the other Party.

c) Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:

i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

- ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- iv) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Successful bidders use of such munitions, explosives, radiation or radio-activity, critical health or environmental emergencies such as a pandemic and
- v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

d) If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Selected Bidder 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.

4.8 Key Requirements of the Bid

4.8.1 Tender Fees

- a. Bidders shall submit non-refundable Tender Fees of INR 2000/- (Rupees Two Thousand Only) on <https://eproc.punjab.gov.in>. The tender fees shall not be entertained in any other form and shall be denominated in Indian Rupees only. Proof of payment/ UTR shall be submitted as part of Bid.
- b. The Bidder can download the RFP documents from the <https://eproc.punjab.gov.in> portal and <https://dgrpg.punjab.gov.in>.
- c. Any additional processing fees to be borne by the Bidder only.

4.8.2 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Proposals, an EMD as specified in table below on <https://eproc.punjab.gov.in>.

- a. **Bidder needs to deposit the EMD online on the State e-**

Procurement portal only before the last date of submission of bid; failure to which shall lead to non-compliance of the bid and bid shall be considered as Non-Responsive.

- b. No interest shall be payable on Earnest Money, in any case.
- c. The EMD shall be forfeited on account of one or more of the following reasons:-
 - 1. Bidder withdraws its bid during the validity period as specified in this RFP document.
 - 2. Bidder fails to provide required information during the evaluation process.
 - 3. In case of a successful selection, the said Bidder fails to accept the PO due to any reasons.
 - 4. If a Bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

4.8.3 Submission of Responses

- a. The Bidders shall only submit the Financial Bid after making the payment for tender fees and the EMD as per the format defined in the eProcurement portal.
- b. The bid submitted shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections should not be entertained and bid shall be considered as Non-Responsive.
- c. Any default by the Bidder in respect of tender terms and conditions shall lead to rejection of the Bid.
- d. The Purchaser reserves the right to reject any or all Bids without assigning any reasons thereof.

e. Financial Bid

- i. The Financial Bid should be submitted/ uploaded on eproc.punjab.gov.in portal only in the specified format defined by the Purchaser.
- ii. No scanned copy etc. of the financial bid/ proposal is to be submitted/ uploaded anywhere else during submission of the proposal. Non-adherence shall lead to rejection of the proposal submitted by the Bidder.
- iii. The Financial Bid should be inclusive of all applicable taxes, GST, duties, overhead & operational cost etc as defined in the Financial

bid format.

4.8.4 Consortium/ Joint Venture/ Sub-Letting

No Consortium or Joint Venture or Sub-Letting is allowed for this engagement.

4.9 Bid Evaluation Process

- a. The Committee constituted by the Purchaser shall be evaluating the responses of the Bidders.
- b. Inability to submit requisite supporting documents/ documentary evidence as defined in this RFP, may lead to rejection.
- c. During evaluation, Committee constituted by the Purchaser reserves the right to seek clarifications from the Bidders in relation to their submitted Bids. Bidders shall submit all such clarifications timely to avoid rejection of their Bids.
- d. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence in this regard shall be entertained. Bidder is most welcome to place his submission in front of the Authority in case he is not satisfied with the evaluation done by the committee.
- e. The Committee may ask for meetings with the Bidders to seek clarifications on their Bids.
- f. The Purchaser reserves the right to reject any or all Bids based on any deviations.

There would be a single stage for evaluation process i.e. Financial Bid Evaluation

4.9.1 Financial Bid Evaluation:

1. The Bidder as part of its Financial Bid shall account for all out of pocket and other expenses including all permits, approvals, travel cost, repairs etc. to be done during the currency of the contract.
2. All the PIDB empanelled Transaction Advisors vide File No. FD-FE-40MISC/14/2021-5FE4 dated 28/0/2021 shall be notified to participate in Financial Bid process.
3. After opening of financial Bids, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.
4. The Bidder, who has submitted the lowest quote bid inclusive of the

taxes, shall be selected as the L1 and shall be called for further process leading to Letter of Intent and signing of agreement.

5. On receiving the financial bids, Reverse Auction (RA) shall be practiced for one time and after that the L1 shall be declared.
6. The Financial Bid should include all applicable taxes and duties, overhead & operational cost along with the GST as per the defined format on the eProcurement portal.
7. In case L1 refuses to accept the bid, his EMD shall be forfeited and L2 shall be given the offer to match the L1 rates. If L2 also refuses, L3 shall be asked and so on.
8. Once the financial bid is opened and rates of the Performance Audit is discovered, Purchaser reserves the right to increase or decrease the number of Sewa Kendras for Performance Audit.

4.9.2 Reverse Auction (RA)

- a. The Reverse Auction shall be allowed only once. The reverse auction will be conducted on scheduled date and time, which will be communicated to Bidders eligible to participate in Reverse Auction.
- b. Reverse Auction shall be conducted if two or more Bidders are commercially qualified.
- c. In case of two or three qualified Bidders, there shall be no elimination of H1 Bidder (who has quoted highest price Bid).
- d. In case of four or higher qualified Bidders, the H1 Bidder shall be eliminated.
- e. RA timeline extension shall be allowed for a maximum of 6 attempts for the responsive bidders for each line item.
- f. For any queries related to RA, bidders shall take help from the help desk support at the following numbers:

0172-2970263, 2970284 and mobile number - 6284884511 (Punjab Government working days from 9am to 5pm) and email id: eproc@punjab.gov.in

4.10 Resolution of Disputes

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

- a. 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 10 days after receipt. If that party fails to respond within 10 days, or the dispute cannot be amicably settled within 15 days following the response of that party, then the second Sub- clause of resolution of disputes shall become applicable.

- b. Arbitration: In case dispute arising between the Purchaser and the Successful Bidder, which has not been settled amicably, the Successful Bidder can request the Purchaser 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 "Authority". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. 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 Purchaser and the Successful Bidder. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.
- c. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

5 Award of Contract

- a. The selection of the Successful Bidder(s) for this project shall be done on lowest quoted value or L1 basis. The bidder, who has submitted the lowest financial bid inclusive of all the taxes shall be selected as the L1 and shall be given the Letter of Intent to perform the Performance Audit. Post acceptance by the Successful Bidder and deposit of the PBG by the Successful Bidder, agreement shall be signed.
- b. If only a single Bid is received, the entire process shall be cancelled and retendering will be done.
- c. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason/notice whatsoever and does not bind itself to accept the Lowest Bid or any Bid and reserves the right to scrap the Bid enquiry at any stage without assigning any reasons and Purchaser shall not be liable for any costs and consequences thereof.
- d. Signing of the agreement: Before expiry of the period of Bid validity,

Purchaser will notify the Successful Bidder with a request to accept the LOI and furnish Performance Bank Guarantee. The work order should be signed as per specified timeline on all the pages by the person(s) duly authorized to bind the Successful Bidder to the mentioned in this RFP document.

- e. Expenses for Agreement: The incidental expenses of execution of agreement shall be borne by the Selected bidder only.
- f. Failure to Abide by the agreement: The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions will entail termination of the work without prejudice to the rights of Purchaser to impose penalties as specified in this RFP and the LOI.

6 Contract period

The total contract period will be 2 months from the signing of the contract. This is a fixed price contract and Successful Bidder shall be required to complete the Performance Audit within a total span of 2 months. In case of any delay, Successful bidder to discuss the same with the Purchaser and give the suitable reason. Purchaser reserves the right to extend the contract time at no additional cost to the Successful Bidder.

7 Performance Security

- a. The Successful Bidder shall deposit the Performance Security with Purchaser within seven (7) working days from the date of acceptance of LOI. The Performance Security should be from a scheduled commercial bank, in the form of Fixed Deposit drawn in favor of Purchaser, for the due performance and fulfillment of the contract/ work order by the Successful Bidder(s).
- b. The Performance Security shall be denominated in Indian Rupees only.
- c. This Performance Security will be for an amount equivalent to 5% of the Contract Value/ Work order (item wise). All charges whatsoever such as commission etc. with respect to the Performance Security shall be borne by the Successful Bidder(s).
- d. The Performance Security shall be valid for a period of 60 days beyond the date of completion of all contract.
- e. The Performance Security may be discharged/ returned by Purchaser

upon being satisfied that there has been due performance of the obligations of the Selected Bidder under the contract/ work order.

- f. No interest shall be payable by Purchaser on the Performance Security.
- g. In the event of the Selected Bidder being unable to service the contract/ work order for whatever reason, the DGR & PG would revoke the Performance Security.

8 Signing of the Contract

The Successful shall ensure to sign the contract within one week from the date of submission of the PBG; failure to which shall lead to penalty as per the SLA and penalties section as defined in this RFP.

9 Payment Terms

1. The payment shall be made to the Successful Bidder on the basis of the amount specified by the bidder (& accepted by Purchaser) in their financial proposals.
2. Payments shall only be made if all deliverables and scope of services are fulfilled i.e. complete Performance audit of 5000 applications, coverage of Sewa Kendras as per the scope defined, Detailed Project Report mentioning the social impact and detailed analysis any other report asked by the Purchaser.
3. Payment of the performance audit will be 100% outcome based.
4. Review period is every month.
5. Advance payment will not be made.

10 SLA and Penalties

S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
1.	Acceptance of the LOI	Within 3 days from the issuance of the LOI	Rs. 500/- per day with a maximum capping of Rs. 20,000/- Note: Once the maximum capping is

S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
			reached, EMD amount will be forfeited and firm of the Successful Bidder shall be blacklisted.
2.	Submission of PBG	Within 7 days of the acceptance of LOI	Rs. 1,000/- per day with a maximum capping of Rs. 20,000/- In case Penalty reaches the maximum capping, EMD amount shall be forfeited and firm of the Successful Bidder shall be blacklisted.
3.	Signing of the Contract	Within 7 days from the submission of the Performance Bank Guarantee	Rs. 1,000/- per day with a maximum capping of Rs. 20,000/- In case Penalty reaches the maximum capping, EMD/PBG amount shall be forfeited and firm of the

S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
			Successful Bidder shall be blacklisted.
4.	Delay in conducting the Performance Audit	Within 2 months from the date of signing of the contract.	Rs 500 per day (without approval of the extension of the contract) for beyond 2 months. With a maximum capping of 30,000. In case Penalty reaches the maximum capping, EMD/PBG amount shall be forfeited and firm of the Successful Bidder shall be blacklisted

Note: The maximum penalty applicable on the Successful Bidder(s) shall not exceed 10% of the total contract value. In case if the total penalty applicable on the Successful Bidder exceeds 10% of the Total Contract Value, the Purchaser reserves the right to terminate the Contract with Successful Bidder or encash the Bank Guarantee or take any Legal action against the Successful Bidder.

Note: Only and only Administrative Secretary of the Department reserves the right to relax any of the condition(s) mentioned in the RFP document or waive of any penalty, if applicable for the Bidders/ Successful Bidder.