

Request for Proposal

**Web Based Project Monitoring Tool & MIS System
For
Local Area Engineering Organization (LAEO) under Planning &
Development Department.**

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1 Document Control Sheet

Sl #	Particular	Details
1	Name of the Client (RFP Inviting Authority)	Chief Engineer Local Area Engineering Organisation (LAEO) under Planning & Development Department.
2	Method of Selection	QCBS
3	Sale of RFP	12-03-2018 @ 10:00 AM to 17-03-2018 @ 05:00 PM
4	Last date for receiving the pre-bid queries via email.	19-03-2018 @ 03:00 P.M
5	Pre-bid meeting at LAEO Office, Patna	20-03-2018 @ 04:00 P.M
6	Publication of corrigendum in the website	www.planning.bih.nic.in
7	Last date and time for receipt of proposals	26-03-2018 @ 03:00 P.M
8	Date and time of opening Technical Proposal	27-03-2018 @ 03:30 P.M
9	Date of Technical Presentation	03-04-2018 @ 11:00 A.M
10	Date and Time of Opening of Financial Proposal	Will be notified to successful bidders
11	Cost of RFP Document	Rs.5,000/-
12	Earnest Money Deposit (EMD)	Rs. 1,00,000/-
13	Name of the Contact Officer	Name: Yadu Nath Sahu Designation: Executive Engineer, O/o Chief Engineer, LAEO(Planning & Development Department). Mob.-9430034641 Email: celaeopat@yahoo.in
14	Submission of Proposal	Manually submission at the address given below O/o Chief Engineer, LAEO, (Planning & Development Department) 4 th floor, Vishweshwaraiya Bhawan, Baily Road, Patna.

Note: This document is not transferable.

All bidders are advised to check for any further clarifications and corrigendum related to this RFP at the website <http://planning.bih.nic.in/>

2 Instruction to Bidders

2.1 Invitation to Bid

The Chief Engineer, LAEO invites bid from reputed Software Development Company for **Study, Design, Development, Implementation & Support for “Web based Project monitoring tool & MIS System.”** The response to this RFP should reach the undersigned only up to 26-03-2018 03:00 P.M. The RFP document can be downloaded from the website <http://planning.bih.nic.in> . The bid document should accompany the RFP document cost in the form of bank draft and EMD in favor of Executive Engineer, O/o Chief Engineer, LAEO (Planning & Development Department) failing which the bid would be deemed invalid. The bidders are expected to check the website on a regular basis for getting any update regarding the Tender. The details of scope of work, technical requirements and formats for submission of Technical and Financial Bids are given in the subsequent sections.

2.2 Pre-Bid Meeting & Clarifications

2.2.1 Pre-bid Conference

- (a) Chief Engineer, LAEO, will hold a pre-bid meeting with the prospective bidders on **20.03.2018 , 04:00 P.M** at **O/o C.E., L.A.E.O , 4th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna 800001**
- (b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Yadu Nath Sahu , **E Mail : celaeopat@yahoo.in** on or before **19.03.2018 @ 03:00 P.M**
- (c) The queries should necessarily be submitted in the following format:

Name, Designation, Mobile Number & Email Address of the Bidder Representative			
Sl#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

- (d) Chief Engineer, LAEO shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the tending authority.

2.2.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- (a) The nodal officer notified by the Chief Engineer, LAEO endeavour to provide timely response to all queries. However, Chief Engineer, LAEO makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Chief Engineer, LAEO undertake to answer all the queries that have been posed by the bidders.
- (b) At any time prior to the last date for receipt of bids, Chief Engineer, LAEO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- (c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website <http://planning.bih.nic.in> and emailed to all participants of the pre-bid conference.
- (d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- (e) In order to provide prospective bidders reasonable time for taking the corrigendum into account, Chief Engineer, LAEO, at its discretion, may extend the last date for the receipt of proposals.

2.3 Cost of bidding

- (a) The bidder shall bear all costs associated with the preparation and submission of its bid and Chief Engineer, LAEO (hereinafter referred to as the 'Purchaser') will in no case be responsible or liable for these costs, whether or not the bid is finally accepted.
- (b) Non-transferable Tender: The RFP document is not transferable.

2.4 Language of proposal

All correspondence and documents related to the proposal exchanged between the bidder and the Chief Engineer, LAEO shall be in English.

2.5 Proposal Preparation

The Bidder must comply with the following instructions during preparation of Proposals:

- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection.

2.6 Currency of Proposal and Payment

The currency of the proposal offer & the payments shall be in Indian Rupees (Rs.).

2.7 RFP Document Fees

Bidders may download the RFP document from the website <http://planning.bih.nic.in>. Bidders are required to submit demand draft of **Rs. 5,000/-** in favour of **Executive Engineer, O/o Chief Engineer, LAEO payable at Patna** drawn from a nationalized bank along with the bid. Any bid not accompanied by such demand draft shall be rejected.

2.8 Proposal Validity

The bids shall remain valid for a minimum period of 120 days from the date of submission of the bid. On completion of the validity period, Chief Engineer, LAEO may solicit the bidder's consent for an extension of the period of validity, if necessary or required. The request and the responses thereto shall be made in writing by post, fax or e-mail.

2.9 Earnest Money Deposit (EMD)

- The bidder shall furnish, as part of the Pre-qualification of Proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/-**.
- The EMD shall be in Indian Rupees and in the form of **Bank Draft or Bank Guarantee**.
- In case EMD submitted in the form of **Bank Draft / Bank Guarantee**, the same should be in Indian Rupees and from any of the Nationalized / Scheduled bank in favour of **Executive Engineer, O/o Chief Engineer, LAEO payable at Patna**.
- The EMD of unsuccessful bidder shall be refunded on request by the bidder after finalization of award of contract.
- EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- The EMD will be forfeited on account of one or more of the following reasons:
 - o Bidder withdraws its Proposal during the validity period.
 - o Bidder does not respond to requests for clarification of its Proposal.
 - o Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - o In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

2.10 Financial Bid

The bidders should submit their financial bid in the specified formats only. No changes would be allowed in the financial bid on account of any changes in local taxes, duties, levies, rate of inflation etc. The total quoted cost for completion of project shall be inclusive travel charges, out of pocket and other miscellaneous expenses.

2.11 Disqualification

The Chief Engineer, LAEO may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- Proposal, that is not accompanied by required documentation, EMD & cost of RFP document
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Proposal;
- Submitted a proposal with price adjustment/ variation provision.

2.12 Deadline for Submission of Proposals

Proposals must be received by Chief Engineer, LAEO in the EPROC Portal specified in the RFP not later than the dates as mentioned in the “Document Control Sheet”. The Chief Engineer, LAEO may in exceptional circumstances and at its’ discretion, extend the deadline for submission of Proposals by issuing an addendum or by intimating all bidders who have purchased the RFP document. In this case, all rights and obligations of the Chief Engineer, LAEO and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.13 Late Proposals

Any proposal received by the Chief Engineer, LAEO after the deadline for submission of proposals prescribed in the RFP or issued corrigendum will be summarily rejected and will be returned unopened to the bidder.

2.14 Right to Accept and Reject the Bid

Notwithstanding anything contained in this document, the Chief Engineer, LAEO reserves the right to accept or reject any or all the bids without citing any reason thereof. The Chief

Engineer, LAEO also reserves the right to cancel the bid process at any time prior to signing the contract Chief Engineer, LAEO will have no liability for above-mentioned actions.

2.15 Corrupt or Fraudulent Practice

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process by the judgment of the Chief Engineer, LAEO, their bid will be summarily rejected. For the purpose of this clause: “Corrupt Practice” means offering, giving, receiving or soliciting anything of value to influence the action of an official of Chief Engineer, LAEO or any related stakeholder engaged or related to the in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome. “Fraudulent Practice” means a misrepresentation of facts in order to influence selection process to the detriment of the Chief Engineer, LAEO.

3 Terms of Reference

3.1 Project Objective

Local Area Engineering organization deals with many infrastructure projects related to the various departments in Bihar. There are many projects which are presently handled by the LAEO and their development and proper monitoring is the responsibility of LAEO. LAEO`s role is to design, develop and implement new projects for the State Government department.

The LAEO needs to implement a **Project Monitoring Tool & MIS** Software application which will be used for Monitoring of the different projects. The objective of implementing the Software application is to do a proper management of projects planning and will serve as a single repository of the data for projects.

The stake holders of the schemes are:

- a. State Government
- b. LAEO
- c. Contractors
- d. Others

It will be also required to create a Master database of all the stake holders simultaneously.

3.2 About LAEO

Planning and Development Department, Govt. Of Bihar has been given the responsibility to implement several development plans along with Mukhya Mantri Khetriya Vikas Yojna with an aim of establishing a regional balance between the urban and the rural regions of the state. In this context an engineering division Local Area Engineering Organisation, under the administrative control of Planning and

Development Department, has been formed. The objective of this organization is to manage the in progress construction work in both urban and rural areas. This division manages the following types of projects:-

1. General building construction like Anganwadi building, Community hall, public library, Panchayat Government Building, godowns, hostels, children's home, observation home, special home, small museums etc.
2. Small bridge/ culverts and link roads.
3. Lane and drains.
4. Other small construction work like passenger shed, public bus stand, cremation ground, shed in a graveyard, electric crematorium etc.
5. Construction of Ponds, leveling of land, thatching and roofing, work related to field channel.
6. Park and landscaping, construction work related to sports ground.
7. Providing consultancy for projects related to construction of housing units in rural areas and slums.
8. Advise on construction work and offer alternative solutions for designs and construction material, construction of park, purchase of vehicles for patients / Carrying dead bodies.
9. Work related to the surveys for planning and development.
10. Any other work allotted to them by the State Government from time to time.

3.3 Scope of Work

The Scope of Work is defined to provide the LAEO a comprehensive Project Monitoring Tool along with a MIS system. The scope of service shall include the installation, operation, implementation, and support of an integrated information system for monitoring of the different projects of the LAEO across the State.

The scope which is broadly covered under the Development of the MIS is defined in subsequent sections. The software application shall have the following functionalities:

3.3.1 Data Management

- The System should be capable of doing the following in terms of the Data Management
- a. Facility to create entities like a Project /Implementing Agencies / Department and Generation of Unique codes for each of them.
 - b. Assignment of a project with multiple implementing agencies
 - c. Management of different documents in a particular project
 - d. Monitoring of Financial Progress as well as the Physical Progress through the Software Application.
 - e. Information collection from the field in terms of data as well as Photographs with the Geo Stamping and Time stamping through mobile devices.
 - f. MIS Generation of Financial Data, Planning data and Etc.

3.3.2 User Management

The System should be Dynamic and the Super Administrator must be enabled to create users and provide the access to the created user of certain modules based on their authority and hierarchy.

3.3.3 Project Management

- Facility to create the Project with a project master and defining different parameters as per the need of the LAEO.
- Facility of Creation of different milestones inside a particular project and provision for Flag rising and co-relation with some set of data based on the requirement of the user.
- Tracking of different steps inside a Project and Work flow automation as generation of different reports as per the requirement of the client.
- Integration with the LAEO portal for different Report Display
- Facility for Creation of the Master database of the Authorized Contractors
- Financial Transaction module for tracking the different financial transaction against a particular project.
- Integration of the Photographs with the maps with the help of GPS coordinates.
- Tracking of funds and development against a particular project
- Facility for Automation of allocations given under different Projects
- Automation of Sanction Procedure, verification procedure and Sanction based on the need of the different Projects
- Different sets of documents can be uploaded in the phase wise manner to create a central Electronic Repository of a particular project
- The implementing agency and all the involved agencies need to upload the copies of the bills and other document which is required for providing the sanctions and other processes. The same option has to be enabled for the mobile as well.
- Automatic E mail of reports to the concerned stake holders in a periodic manner i.e. weekly, fortnightly or monthly basis.
- Design and Development of a Mobile application based on the requirement of User for the below mentioned functionalities:
 - Provision to capture the Request details through the Mobile app.
 - Provision to capture the details of the various process tagged with Project Type along with Geo tagged Photographs.
 - Provision to capture the Invoice details through the Mobile app.
 - It shall capture some of the text fields along with the photo graph with Geo Stamping.
 - It shall capture the details of the progress in the milestones of a particular project.

- Option to provision of mobile application to view , to operate the Web Application and feed the project data from the Mobile application.
- The system should provide the control mechanism for the project based on the physical and financial parameters.
- Generation of MIS as per the need of the Corporation

3.3.4 Web Application

- The Service Provider shall study each of the above modules and processes in detail and design the application software as per the requirement of the LAEO.
- The Application Software shall be developed using any of the popular Web Technologies and has to be developed and deployed in 3 tiers Architecture.
- The Application would be deployed centrally and accessed by the various offices of the department using the Internet.

3.3.5 Application Support

The Service Provider shall resolve all critical bugs/complaint within 24 hours and non-critical bugs/complaints within 3 days of the registration of the Bug/complaint and update the status of the Bug/complaint resolution on the above application.

Users at various Offices should able to register the Bugs/complaints in this application/ solution with following details.

- Module in which Bug/complaint is to be reported
- Date of Bug/complaint
- Description of the Bug/complaint in Hindi and English
- Critical/non-critical bug/complaint
- Ensuring uptime of the Application
- Managing all the Bugs reported in the Application Software through the Bug Management Software as described.
- Ensuring incorporation of changes required in the application Software during the contract period subject to :
 - Changes would not include change of Software Architecture and major changes of Database.
 - Changes would also include requirement of additional reports as and when required subject to availability of Data in the System.
 - Any bugs reported by the users during the period of contract have to be removed promptly by the Service Provider.
 - Every Application user would have access to the bug/change management software.

- Any Bug or changes required by the LAEO with respect to the Web site would be reported by the User on the Bug Management Software and Service Provider would be responsible to update the status of same.
- Changes required by the users would be actually undertaken after the same are approved by the Project Coordinator of the Corporation

3.3.6 Training Services

Service Provider shall conduct training Sessions as mentioned but not limited to:

- 3 day Training sessions at the corporation for the various stake holders on the application software functionalities and specifically regarding feeding of scheme related MIS Data Transactions and view/print for all level reports.
- Providing the User Manual based on the Level of the user.
- The Service Provider should also provide an On-line Help and Interactive Training module which can be downloaded by the users for using the application software.

3.4 Implementing & User Acceptance Testing

After the completion of software development and initial set up, the Vendor shall take User Acceptance Testing before rollout.

3.5 Related Deliverables

The Service Provider shall follow under said phases during the Application Development. System Study with respect to all the aforesaid modules and submission of System Study report consisting of below mentioned shall be ensured:

- System requirement and Specifications
- Screen Interfaces
- Demonstration and approval of the Prototype
- Training Plan
- User Manual Operations and Maintenance (O&M) Manual

3.6 System Deployment

After the user acceptance testing and incorporating the required changes, the vendor shall roll out the system for all project locations across Bihar.

3.7 Maintenance & Handholding

The vendor shall take the responsibility to maintain software for a period of at least one year from the date of roll out. The vendor is expected to provide skilled resources onsite at software implementation location during the maintenance period.

3.8 Capacity Building Training

The vendor shall organize capacity building training programmes to create skilled manpower to handle and make use of the system. The capacity building programmers also aims to create awareness among all the stakeholders for effective utilization of the solution.

To organize the capacity building training, the vendor shall undertake the following exercise:

- Selection of participants
- Preparation of training modules
- Logistical arrangement for smooth conduct of the trainings

3.9 Training Manual & Operational Guidelines

The vendor shall prepare the training manuals and operational guidelines. The manuals and guidelines shall be simple for easy understanding of the people.

3.10 User Interface

- Application should have consistent look and feel across software applications
- Consistent and logical navigation flow and tool-tip information wherever relevant
- Should use standard GUI features (e.g., drop-down menus, dialog boxes, toolbar buttons)
- Data formats should be consistent throughout application windows
- Menu options should be accessed via keyboard commands and/or arrow keys. Mouse-only access to options should be avoided
- Controls on page must respond properly to Tab order and hot-keys (alt-keys)
- Interface should recover gracefully from anticipated user errors (e.g., invalid input)
- Information and error messages should be useful, accurate, and correctly spelled
- Unnecessary warnings should not appear

3.11 General Reporting

1. All modules of the solution comprises of comprehensive reporting facilities with standard reports that confirms to the best practices and benchmarks of related functional area
2. Dynamic and interactive reporting using prompts to allow end users to select filter conditions to be used at run-time
3. Each report header/footer shall include following titles but not limited to:

- Organization name
 - Report name
 - Login user details (created by)
 - The report date & time
 - Each criteria entered to generate the report
 - Page numbers
4. Able to run the reports in a browser based environment
 5. Offers ad-hoc analysis allowing end users to create additional reports based on existing attributes and metrics or create new ones to address specific reporting needs
 6. Able to seamlessly export data into Microsoft Excel or MS word for further analysis and extended reporting
 7. Able carry out multiple sorting and apply extensive selection criteria
 8. Able to provide details/summarized reports and cross analysis of each module and sub module of the solution
 9. Each report should offer category totals and grand total figure wherever applicable/specified
 10. Able to print report at any stage before final closing
 11. Report should be printed Assembly wise / District Wise / Division Wise / Block Wise / Scheme wise / Year wise as required.

3.12 On Going Support

The table presented below is indicative of the level of support expected. It may be used as a base and be fine-tuned to describe the kind of support that can be offered. Bidder must have the ability to comply with the following levels of support desired by LAEO, Government of Bihar or propose comparable alternatives if any.

Support	Software Support (Application Software)
Initial Response	Immediate response and support for usage related and other minor problems etc. onsite support within 24 hours for major problems and immediate support in case of emergency.
Major Repair	Immediate support for database recovery after crash, performance tuning, etc. Bug fix or update for all critical functions.
Guaranteed Operations	Web Based Project Monitoring Tool & MIS System provider will provide all technical support necessary to meet all critical processing cycles.
Training	Follow-up training for major changes in system releases.

Software & Documentation	As part of ongoing support, automatically upgrade the system on any new releases and provide any updates of technical and functional manuals.
Post Implementation	Indicate the type of post implementation support (including warranty Period and AMC) that will be provided.
Warranty	Warranty period should be for at least 1 year from the date of final acceptance. The final acceptance will be three months from the date of live operation of the complete system in production environment, with no pending deliverables by the Bidder.

3.12.1 Application Security Audit

Vendor shall perform the security audit for website and the web application to analyze and review the website/application security through a **Cert-in Certified Auditor**. The auditor shall carry out an assessment for vulnerabilities, threats and risks that exist in website through Internet Vulnerability Assessment and Penetration Testing.

The scope of the proposed audit tasks is to check various web attacks of entire **“Web based Project Monitoring Tool & MIS”** application. The various Checks /attacks /Vulnerabilities should cover the following (but not limited to) or any type of attacks, which are vulnerable to the Web-application.

- Vulnerabilities to SQL Injections
- Application Security Audit
- Penetration Testing (both manual and automatic)
- Configuration Testing
- Database Server Controls
- Network security
- Patch assistance
- Directory Traversal
- Authentication hacking/attacks
- Password strength on authentication pages
- Scan Java Script for security vulnerabilities
- File inclusion attacks
- Exploitable hacking vulnerable
- Web server information security
- Cross site scripting
- HTTP Injection
- Phishing a website
- Buffer Overflows, Invalid inputs, insecure storage, etc.
- Any other attacks, which are vulnerability to the website and web applications.

- Issuance of Certificate after compliances of all vulnerability.

Information System Audit should cover the following Policy, Procedures, Standard Practices & other regulatory requirements:

- CERT-IN guidelines on Information Security.
- IT Act, 2000 and IT Act, 2008.
- Best practices of the industry including ISACA's Guidelines and ISO 27001

Vendor shall produce the Security Audit certificate from Cert IN Empaneled Agencies within six months from the date of UAT sign off along with the audit reports. Costs for security audit will be borne by the selected vendor.

3.13 Hosting Environment of the Web Application

As part of the proposed project, it is required to set up a Central Hosting facility for the Software Solutions by the bidder. The Hosting Facility shall have the entire necessary infrastructure for easy hosting and maintenance of all Software Applications of the organization. Adequate Electrical, Networking, Fire, Air Conditioning, Access Control Systems should be in place at the Hosting Facility to ensure that the critical data is maintained available 24 Hours.

3.13.1 Server Hosting Facility

The proposed server hosting facility infrastructure should include Application Servers, Web Servers, Database Servers, Security Systems, Back up & Restore Systems etc. as per the Feasibility Report. The Infrastructure should be fully configured for High availability to ensure 99.9% uptime for the same. To ensure the maximum availability for the application, the application and data base servers should be configured on a Real Time Synchronous High availability mode.

Minimum configurations for data center hosting are given below (Vendor should be in a position to enhance the server/ storage/ bandwidth capacity if required by the corporation and charges should be quoted for the same).

3.13.2 Hosting Requirements:

- a. Rack space with uninterrupted power supply at rack level
- b. Completely dedicated Virtual or Physical server infrastructure
- c. Shared firewall / Security devices
- d. Network connectivity with redundancy
- e. Managed Services
 - 24x7 monitoring and management of infrastructure including – hardware, software – OS, DB, network

- Operations centre to be certified @ ISO 270001 and 9000
- Shared Service desk with trouble ticketing
- Phone and email support to be provided
- L1, L2, L3 support to be included – incident, problem, service request management
- OS monitoring and management
- Database monitoring and management
- Application Server monitoring and management
- Back up management (Daily Incremental, weekly Full back up, monthly back up to LAEO)

3.13.3 Other Hosting Services:

1. 24x7 Hosting and Maintenance of Application Software and Web Portal for both DC
Provide Onsite Help Desk and other Technical Support
2. Facility Management
3. If for running modifications/customization or addition in the software, additional hardware and software space may be required to be provided to meet the successful running of the software.
4. Provide regular backup of the databases (Weekly, monthly, quarterly and annually).
5. Server backup restoration in the event of hardware failure.
6. Regular Maintenance of the Operating system (updated and patches).
7. Firewall configuration.
8. Maintaining 24X7 un-interrupted power supplies.
9. Providing remote access control.
10. Maintain confidentiality of data.
11. Hosting Facility should be in India
12. Service Provider shall provide and maintained all Equipments / Hardware / Software specified in Feasibility Report.
13. Service Provider shall meet all requirements for complete setup such as location, infrastructure, power & power supply system, backup and recovery system etc. for running 24 X 7 hours web server with high speed.
14. Service provider shall provide remote log-in and also proper training to technical team of LAEO/ their Facility Management vendor
15. If Service Provider fails to provide service in full or part, proportionate deductions will be made from the monthly bill for the same as follows:
 - 15.1.1 If down time of the server is more than 30 minutes in a day (24 hours), rent of that day will be deducted from monthly rent.

15.1.2 Penalty up to 10% of Bill Amount of invoice for the month, during which Service Provider under contract has not provided the satisfactory services or there has been breach of any of the terms of contract, may be deducted from the Bill.

16. In case of the failure of the Agency to make the facility functional within the stipulated time frame, the offer may be withdrawn by the LAEO, Bihar.

17. LAEO reserves the right to terminate the agreement by giving one month notice, if the performance of Service Provider is not found satisfactory.

18. LAEO reserves the right to amend any or all of the clauses of the bid or reject it at all at any time without assigning any reason at any point of time.

19. The decision of the LAEO shall be final, and no enquiries or application for review, shall be entertained.

3.14 Payment Terms

- a. The payment to the vendor shall be made by the Chief Engineer, LAEO based on the services provided i.e. as per the Scope of Work under the Tender and the Contract signed between the vendor and the Chief Engineer, LAEO.
- b. All payments will be made in Indian Rupee Only.
- c. The payment would be made as per the following table on submission of invoice by the vendor to the Chief Engineer, LAEO. Payment would be released within two weeks of receipt of invoice.

Component	Payment Terms
Software Development, Implementation & Support	<ul style="list-style-type: none"> ✓ 20% payment will be made after System Requirement Study document signoff. ✓ 20% on deployment of the application software ✓ 30% payment will be made after User Acceptance Test (UAT) signoff. ✓ 30% payment will be made after successful completion of training
Web Hosting Cost	✓ Quarterly payment will be made towards Hosting of the Web Application after each quarter on submission of bill/invoice.
Annual Maintenance	✓ Quarterly payment will be made towards annual maintenance after each quarter on submission of bill/invoice.

- d. The vendor shall submit the requisite deliverables and satisfactorily perform work as specified under this tender to the Chief Engineer, LAEO. The requisite payment will be released by Chief Engineer, LAEO upon acceptance of the deliverables and satisfaction with work performed by the vendor.

3.15 Timeline

The following outer dateline on major head has been fixed for the project delivery. The detailed component wise date will be worked out before signing the contract in line with the outer dateline indicated below.

Sl#	Items	Timeline (from the date of signing of contract T0)
T0	Signing of Agreement	
T1	System Requirement Study document signoff	T0+2 Weeks
T2	Deployment of the application software	T1+5 Weeks
T3	User Acceptance Test (UAT) signoff	T2+1 Week
T4	Completion of training & handholding	T3+2 Weeks
T5	Security certification	T4+ 5 Weeks
T6	Annual Maintenance of the Application Software	T5 + 144 Weeks

3.16 Penalty

Vendor shall meet the time lines in the normal course of carrying out the activities as per the detailed scope of work. In case of unjustified delay on any the Chief Engineer, LAEO reserves the rights to levy penalties on the service provide i.e. 0.2% penalty on every one week delay. Overall penalty shall not exceed 5% of total cost of the project component.

4 Evaluation Criteria

Chief Engineer, LAEO will constitute a committee, which will evaluate the RFP in different stages as per following.

- a. The committee will first undertake a preliminary evaluation of the pre-qualification eligibility criteria, reference to completeness of the proposals. During the evaluation, the committee may ask the bidder for clarification within a stipulated duration. Proposals found to be non-responsive for any reason or not meeting the minimum eligibility criteria, as specified in this RFP will be rejected and not included for further detailed technical evaluation.
- b. Thereafter, a the committee will undertake a detailed evaluation of the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, etc. The bidder shall score the minimum cut off marks of 60% to be considered for qualification in the technical evaluation. During the evaluation, the committee may ask the bidder for clarification within a stipulated

duration. The bidder has to secure marks more than zero '0' against the items mentioned in the technical evaluable table.

- c. Finally, the committee will evaluate the financial bids of the technically qualified bidders and based on the QCBS Method the selection of the vendor will be done.

4.1 Disqualification

Chief Engineer, LAEO may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation , EMD and cost of RFP document
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. If secured zero '0' in any items mentioned in the technical evaluable table in this RFP.
- g. Submitted a proposal with price adjustment/ variation provision.

4.2 Prequalification Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the Proposals, only those who qualifies all Prequalification criteria, are eligible for evaluation of technical bids.

Sl#	Basic Requirement	Specific Requirements	Documents Required
(i)	Legal Entity	Should be a Company registered under Companies Act, 1956 and should have been operating for the last ten years as of March 31, 2017. Registered with the Goods & Service Tax / Provident Fund / and the bidder must have cleared up-to-date Service Tax & EPF.	Certificates of incorporation and MOA. GST Certificate, PAN Copy & other necessary supporting documents like EPF Challan.
(ii)	Average Annual Turnover as on 31st March 2017	The average annual turnover of the bidder from IT/ITES during last three financial years ending at 31/03/2017 should not be less than Rs. 10 Crores	Certified copy of the audited statement of accounts (PL Account & Balance Sheet as a proof of annual turnover stated.
(iii)	Net Worth	The bidder company should have positive net worth.	Certified copy from the C.A has to be enclosed.
(iv)	Consortiums	Consortium bidding is not allowed	-
(v)	Certifications	The bidder must possess CMMi Level 3 certification or above.	Copies of certificates
(vi)	Technical Capability	The bidder should have successfully Developed Two MIS Software Applications / E Gov Applications with an order value of Rs. 50,00,000 (Fifty Lacs) (Excluding the Manpower and the hardware) for any Government Departments in India.	Copy of the Work Order and relevant certificates
(vii)	Technical Capability	The bidder should have successfully Developed Project Monitoring system for any government Department/ corporation/ Government organizations in India.	Copy of the Work Order and relevant certificates

(viii)	Blacklisting	Applicants must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of India/ State Govt.	A Self Declaration letter
(ix)	Fees	- The Bidder must submit Rs. 5,000/ towards the cost of the Tender Document. - The Bidder must furnish the EMD of Rs. 1.0 lakhs.	- Tender fee in shape of Bank Draft - EMD in shape of Bank Draft / Bank Guarantee

4.3 Technical Evaluation

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. Then, the committee will examine and compare the technical aspect of the Proposals on the basis of information provided by the bidder by taking into account the following factors:

- a. Overall completeness and compliance with the requirement
- b. Proposed work-plan and methodology shall demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents
- c. Any other relevant factors, if any, listed in RFP document, or the Chief Engineer, LAEO deems necessary or prudent to take into consideration

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. **Bidders securing a minimum of 60% marks in the technical evaluation will only be considered for further financial bid evaluation.** Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

4.4 Scoring Model & Evaluation of Bids

Sl#	Criteria	Basis of Evaluation	Max Marks	Supporting
(a)	Company Profile		30	
(i)	Average annual turnover from System Integration/ICT Systems Development and Implementation Work in last 3 financial years ending at 31/03/2017.	- Greater than Rs.15 crores (10 Marks) - Greater than Rs.10 crores & up to Rs. 15 crores (7 Marks)	10	Certified copy of the audited statement of accounts (PL Account & Balance Sheet, as a proof of annual turnover stated.
(ii)	Quality	- CMMi Level 5 (10 Marks) - CMMi Level 3 (7 Marks)	10	Copy of the Valid Certificate
(iii)	Number Human Resource in the Company direct payroll.	- Greater than 200 (5 Marks) - Greater than 150 & up to 200 (3 Marks) - Between 100 to 150 (2 Marks)	5	Latest PF Challan clearly indicating number of subscribers.
(iv)	Data Centre certification	- ISO 27001 certified	5	Copy of the Valid and relevant Document
(b)	Relevant Strength		50	
(i)	Bidder must have experience of development & implementation of e-Governance projects of value not less than Rs. 50 lakhs (Without Hardware and Manpower) for any State Government / Central Government / PSU in last 5 years from date of bid submission	Each project : 5 marks (Max 4 projects)	20	Work Order + relevant Certificate (Ongoing/ completion from the client.
(ii)	The bidder should have successfully Developed MIS Software Applications with	Each project : 5 marks (Max 3 projects)	15	Work Order + relevant Certificate (Ongoing/ completion

Sl#	Criteria	Basis of Evaluation	Max Marks	Supporting
	an order value of Rs. 30,00,000 (Thirty Lacs) for any Government Departments in India in last 5 years from date of bid submission	<i>Note: Same Project submitted for Sl# (b) (i) of this table will not be considered.</i>		from the client.
(iii)	The bidder should have successfully Developed project management System for any Government Departments in India in last 5 years from date of bid submission	Each project : 5 marks (Max 3 projects)	15	Work Order + relevant Certificate (Ongoing/ completion from the client.
(c)	APPROACH & METHODOLOGY		20	
(i)	<ul style="list-style-type: none"> - Solution Proposed Demonstration of understanding of the Department's requirements - Approach and Methodology to perform the work in this assignment - Project work break down structure 	<ul style="list-style-type: none"> - Qualitative assessment based on Demonstration of understanding of the Department's requirements - Understanding of the objectives of the assignment - Completeness & responsiveness - Timelines, resource assignment, dependencies and milestones 	20	A note and presentation

Minimum qualifying mark for opening of commercial bid is 60% (60 out of 100). Financial bid of those bidders only will be opened who are technically qualified in the technical evaluation. All other commercial bids will be ignored. Final selection will be based upon Quality cum Cost Based Selection (QCBS) method.

Score Normalization

The absolute evaluation mark will be calculated as follows;

$$\text{Normalized Technical Score (STech)} = \frac{\text{Mark Secured by the Bidder X 70}}{\text{Highest Scored obtained by any Bidder}}$$

$$\text{Normalized Commercial Score (SCom)} = \frac{\text{Lowest price quoted by any bidder X 30}}{\text{Price quoted by the Bidder}}$$

Final Score (**SFinal**) will be calculated as follows

$$\text{SFinal} = \text{STech} + \text{SCom}$$

The vendor with the highest marks computed above on Quality cum Cost Based Selection (QCBS) basis will be awarded the contract at the quoted price.

General Conditions of Contract

4.5 Application

These general conditions shall apply to the extent those provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of Chief Engineer, LAEO shall be final and binding.

4.6 Relationship between the Parties

The firm / consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the consultant hereunder.

4.7 Standards of Performance

The service provider shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy 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 faithful advisor to the Chief Engineer, LAEO. The service provider shall always support and safeguard the legitimate interests of the Chief Engineer, LAEO, in any dealings with the third party. The service provider shall abide by all the

provisions/Acts/Rules etc. of Information Technology prevalent in the country. The service provider shall conform to the standards laid down in the RFP in totality.

4.8 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the Government of Bihar.

4.9 Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the service provider in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The service provider shall indemnify Chief Engineer, LAEO from all actions, costs, claims, demands, expenses and liabilities, whatsoever; resulting from any actual or alleged infringement as aforesaid and at the expenses of the service provider.

4.10 Performance Bank Guarantee (PBG)

- Within 7 days of notifying of the acceptance of proposal for the award of contract, the qualified service provider shall furnish a PBG, amounting to the 5% of contract value for the contract period (initially for the period of 12 months) as its commitment to perform services under the contract.
- Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the service provider.
- No interest will be paid on the PBG.

4.11 Termination of Contract

The service provider association with the Chief Engineer, LAEO will terminate in case of following conditions:

- The term of contract expires
- Termination of contract by the Chief Engineer, LAEO due to non-performance of service provider during execution of project.
- The vendor commits a material breach of the agreement or Scope of Work and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice (or Ninety (90) days in the event of non-payment by Chief Engineer, LAEO

4.12 Termination for Insolvency, Dissolution, etc

Chief Engineer, LAEO 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 Chief Engineer, LAEO

4.13 Termination for Convenience

Chief Engineer, LAEO reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for convenience of Chief Engineer, LAEO and the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.14 Force Majeure

- The service provider shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Chief Engineer, LAEO in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the service provider shall promptly notify Chief Engineer, LAEO in writing of such condition and the cause thereof. Unless otherwise directed by Chief Engineer, LAEO in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.15 Taxes and Duties

The taxes & duties incurred for the delivery of services under this contract shall be paid at time of billing at the prevailing rate to the service provider by the Chief Engineer, LAEO

4.16 Resolution of Disputes

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

(a) Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation there-of. In case of employer, the decision of the independent arbitrator nominated under mutual consent of either party shall be final and binding.

(b) Resolution of Disputes: Disputes which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request may be taken up by either party for settlement in accordance with the Applicable Law within jurisdiction of courts of Patna.

4.17 Clarification of Bids

During evaluation of bids, the client at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

4.18 Confidentiality

- Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of Chief Engineer, LAEO, the Project 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.
- 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 Bidder/ service provider and/ or the Chief Engineer, LAEO 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.

5 Annexure – Proposal Formats

5.1 Annexure T1- Covering letter

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

Date: __/__/____

Ref.: _____

To
Chief Engineer
Local Area Engineering Organization
4th Floor,
Visheshwariya Bhawan,
Bailey Road, Patna - 800 015.

Sub: Proposal for Study, Design, Development, Implementation & Support for Web Based Project Monitoring Tool & MIS System for Local Area Engineering Organization (LAEO), Govt. of Bihar

Sir,

1. With reference to your request of proposal document, I/we, have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a bidder for undertaking the Project.
4. I/We shall make available to the tendering authority for any additional information it may find necessary or require to supplement or authenticate the bid.
5. I/We acknowledge the right of tendering authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or

arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:
 - (i) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tending authority.
 - (ii) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf have engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We declare that we are not a member of any other firm submitting a proposal for this project.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors.
12. In the event of my/ our being declared as the successful, I/We agree to enter into an agreement in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. The fee has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFP.
14. I/We undertake to provide Performance Security of 10% of the order value in case the contract is being awarded to us.
15. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.

16. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Name:

Designation:

5.2 Annexure-T2 (Bidder Company Profile)

Name of the Firm/Company		
Full Address of the Company		
Year Established		
Telephone Number		
Fax Number		
E-mail Address		
Website		
Sectors' in which the company / firm has provided services to Government Departments in India		
No. of full time personnel currently under employment	Technical	
	Non-Technical	
No. of years of presence in India		
Annual Turnover	FY	Turn Over (Rs.)
	2016-17	
	2015-16	
	2014-15	
Details of Authorized Representative	Name	
	Designation	
	Mobile	
	Office	
	E-mail	

**Signature & Seal
(Authorized Signatory)**

6.3 Annexure-T3 (Bidder Project Profile)

SL#	Client Name	Project Name	Year of Completion	Project Cost (Rs.)

Copy of Work Order & Completion Certificate/ Ongoing project certificate must be attached with this Annexure.

**Signature & Seal
(Authorized Signatory)**

6 Commercial Bid

To
Chief Engineer
Local Area Engineering Organization
4th Floor,
Visheshwariya Bhawan,
Bailey Road, Patna - 800 015.

Dated: ___/___/___

Sub: Proposal for Study, Design, Development, Implementation & Support for Web Based Project Monitoring Tool & MIS System Local Area Engineering Organisation (LAEO), Govt. of Bihar, Financial Bid

Dear Madam/Sir,

We, the undersigned, offer to provide above service in accordance with your RFP. Our financial proposal for project is given as below:

Sl#	Description	Cost (Exclusive of taxes)*
1	Design, development, training and implementation cost of Web based Project Monitoring tool & MIS System & Security Audit of the Web Application with one yr warranty after successful implementation	
2	Annual Maintenance cost of the Software for the Second Year	
3	Annual Maintenance cost of the Software for the third Year	
4	Hosting Cost for the First Year of the Web Application at the Data Centre as per the specification mentioned in the technical Bid	
5	Hosting Cost for the Second Year of the Web Application at the Data Centre as per the specification mentioned in the technical Bid	
6	Hosting Cost for the Third Year of the Web Application at the Data Centre as per the specification mentioned in the technical Bid	
Total		

** Taxes will be applicable as per the prevailing rates.*

In Words.....

NB: All the columns for price must be filled up even if the amount is zero (0.00) for any item.

Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e. 180 (days).

We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

The total (exclusive of all taxes) of financial bid shall be taken into consideration for selection of implementing agency for "Study, Design, Development, Implementation & Support for Web Based Project Monitoring Tool & MIS System local Area Engineering organization (LAEO) (Gov. of Bihar) - Financial Bid

Yours faithfully,

(Authorized signatory)

Date:

Name:

Designation: