



**MUNICIPAL CORPORATION AMRITSAR**

## **REQUEST FOR PROPOSAL**

**Computerization of Birth and Death department  
of Municipal Corporation of Amritsar**

**TENDER NUMBER: MCA/BD/2013**

**Assistant Commissioner  
Municipal Corporation, Amritsar.**



## 1. DATA SHEET

Tender Inviting authority	Commissioner, Municipal Corporation Amritsar
Name of the Work	Computerization of Birth and Death department of Municipal Corporation Amritsar.
Start Date for downloading the Tender Documents from website	<b>12<sup>TH</sup> July, 2013</b>
Cost of Tender Document	Rs. 1000 (Rupees One Thousand only) by Demand Draft In FAVOR OF "Commissioner, Municipal Corporation, Amritsar" and payable at Amritsar  (To be attached with Tender )
Date and Time of Pre-Bid Conference, if necessary	22 <sup>nd</sup> July, 2013 at Meeting Hall, MCA, Town Hall, Asr
Last date and time for submission of Bids	05-08-13 upto 15.00 Hours in office of Assistant Commissioner
Opening of Bids	05-08-13 at 15.30 Hours
Place of Opening of Technical Proposal	Assistant Commissioner , M.C. Amritsar
Earnest Money Deposit (EMD)	<b>50,000 (Rupees Fifty Thousands only)</b> by DemandDraft in favor of - Commissioner, Municipal Corporation, Amritsar and payable at Amritsar
Mode of EMD Deposit or Payment of Cost of Tender Document	Demand Draft in favor of Commissioner, Municipal Corporation of Amritsar and payable at Amritsar
Contact Person and Designation	Assistant Commissioner, Municipal Corporation of Amritsar. Mobile:9646070099
Address for Communication	Assistant Commissioner, Municipal Corporation Amritsar. Email: cmcasr@gmail.com



## 2. CHECKLIST FOR BIDDERS

The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

**Checklist: All answers in your self –inspection should be “yes”**

- 1) Whether the proposals have been properly sealed, marked and labeled as required?
- 2) Have you placed Technical and Financial proposal in separate envelopes and marked those envelopes correctly as “Technical Proposal” and “Financial Proposal”. Has both of these envelopes been placed in one single “outer envelope”. Have you enclosed the EMD in an envelope and also put the same inside the “outer envelope”?
- 3) Have you marked the outer envelope correctly with “Name of Tender”, “Don’t Open in absence of Evaluation Committee” and **Last Date and Time of Opening of Tender** besides your own name and address in sufficiently bold and legible letters?.
- 4) Have you checked the Eligibility Criteria & Enclosed the relevant documents as proof?
- 5) Whether the proposal has been signed by concerned authority?
- 6) Have all the pages of technical and financial proposals been signed by authorized signatory?
- 7) Whether the number of pages of the proposal properly indexed?

## 3. DEFINITIONS AND ABBREVIATIONS

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

1. “Contract” means the Conditions of Contract, the Employer’s Requirements, the Bid, bidder’s Proposal, the Schedules, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
2. “Bid” means the Vendor’s offer to the Employer for the Services
3. “Vendor’s **Proposal**” means the preliminary proposal submitted with the bid.
4. “Schedules” means the information and data submitted with the Bid.
5. “Schedule of **Payments**” means the Schedule designated as such (if any).
6. “Letter of **Acceptance**” means the formal acceptance of the bid by the Employer
7. “Employer” means Commissioner, Municipal Corporation of Amritsar, or authorized representative thereof.



8. "Vendor" means the person/firm/company, whose bid has been accepted by the employer and the legal successors in title to such person, but not (except with the consent of the employer) any assignee of such person
9. "Vendor's **Representative**" means the person (if any) named as such in the Contract or other person appointed from time to time by the Vendor & notified as such to the Employer.
10. "**Arbitrator**" means the person or persons named as such in the Contract, or other person or persons appointed from time to time by the Govt. of Punjab.
11. "**Services**" means the services provided by the Vendor
12. "**MCA**" means Municipal Corporation of Amritsar.
13. "Bidder" means a firm, Association of persons or body or individuals or firms or a company incorporated under the Indian Law that plans to undertake the execution of this project and participates in the tendering process.
14. "**EMD**" means Earnest Money Deposit.
15. "**ULB**" means Urban Local Body (also called as Municipal Body).
16. "**Commissioner**" means Commissioner of Municipal Corporation of Amritsar.
17. "**Tender Document**" means **Request for Proposal (RFP) & its clarifications**

## 4.0 Tender Details and Instructions to Bidders

### 4.1 Objectives

Municipal Corporation has various departments to manage the day to day activities of Municipal Corporation. The Birth and Death department is taking care of Birth and Death record of all the citizens falling under the Municipal Corporation Amritsar.

The department is manually handling the old record and on going record of birth and death and facing difficulties in maintaining it. The department has birth and death record since 1895 and up to 1962 the record is written in Urdu language and after 1962 it is written in Punjabi language. The birth and death related information is being received at main office and seven zone office from hospitals, crematorium offices and from other sources of the concerned area. Then the concerned departments/ zones enter these records in manual registers and also store manually the supported documents related to birth and death.

It takes lot of time in searching the record when ever any application received for issuing the birth and death certificate. Also the old record is getting destroyed day by day due to aging effect on paper record.

#### Operational objectives:

1. The corporation intends to digitize the old record of birth and death and also want to create a repository of images of old registers for easy retrieval based on some search criteria.
2. Development and Implementation of integrated software for computerization of all functions of the Birth and Death Department.



3. Preserving the records in electronic format for compliance purpose.
4. To reduce the physical space required to store manual registers.
5. Improve the business processes in order to increase efficiency, better utilization of resources, improve productivity & reduce turnaround time (TAT) for each process.

#### **4.2 Project Location**

The project location shall be Municipal Corporation of Amritsar.

#### **4.3 Cost of the Tender Document (RFP)**

The Tender Documents Request For Proposal (RFP) are available at the official website of the Corporation ([www.amritsarcorp.com](http://www.amritsarcorp.com)) and can be downloaded & submitted with tender document Fee (Rs 1000/-) **by a separate demand draft** besides their EMD, **while submitting their bids (tenders)**. Else, their tenders shall not be accepted. Although all efforts to update the website shall be made in time, however, all bidders, who have downloaded the RFP from the “website”, must inform MCA, about their desire to bid, providing their email addresses, so that any addendum/communication could be sent to them also. Failure to indicate their intention of bidding to MCA may deprive them of ongoing communications and clarifications from MCA.

#### **4.4 Due date and Time**

The sealed tenders should reach Assistant Commissioner, Municipal Corporation, Amritsar and/or dropped in the Tender Box kept with the Assistant Commissioner office, MC, Amritsar not later than due date as specified in data sheet. The tenders received after the due date and time specified or unsealed or incomplete or by facsimile or email will be summarily rejected.

The Commissioner, MCA may, in exceptional circumstances and at his discretion, extend the deadline for submission of proposals by issuing an Addendum or by intimating all bidders who have been provided the proposal documents or downloaded the RFP and informed corporation, in writing or by facsimile or through email. However, till such communication is received by the bidders, they should not assume any changes in the schedule.

#### **4.5 Eligibility Criteria**

The Bidder should have the following Eligibility Criteria and should enclose documentary proof supporting the claim:

- The Bidder or System Integrator should be a Registered Firm or Partnership Firm or a Company registered under the Companies Act and should be in the IT services industry for a period of 3 years as on 31st March 2013. (Documentary proof to be attached).



- The bidding firm/company/system Integrator should have income from IT Services, over the previous 3 financial years as revealed by audited accounts, as on 31st March, 2013 and should be a profit making entity throughout the 3 years. (Audited Balance Sheet & profit & Loss accounts should be submitted along with CA certification).
- The Bidder should have Experience and knowledge in Software Development including support and maintenance for the last 3 years (Documentary proof to be attached).
- The bidder should have already completed at least one project of same or similar nature of digitization and computerization for Govt./Semi-Govt./Private Sector organization (Documentary proof to be attached) having minimum project value of 5 lacs.
- The firm or system Integrator should not have ever been blacklisted by Government of India / State Government / Government agency / body? (Self-attested certificate by company should be provided).

#### 4.6 Timeline/ Delivery Schedule

Timeframe for Digitization and Data Entry work of Birth and Death Data, Software development and deployment for Birth and death computerization and Training is **FOUR Months** from the date of commencement of work. Digitization and Software works can be carried out in parallel. Vendors are required to provide details of all the activities of the assignment that shall be completed from the date of signing of the agreement. No extension shall be provided.

#### 4.7 Delays in Vendor Performance & Penalty

4.7.1 Delivery and performance of Services shall be made by the tenderer in accordance with the time schedule specified by the MCA in this schedule of requirement.

4.7.2 No extensions in the delivery schedule would be given and the tenderer shall have to strictly adhere to the delivery schedule.

4.7.3 Penalty @ Rs. 2,000/- per week shall be levied after the delay in execution of the assignment at various stages. In case, the company delays the completion of assignment for more than 30 days at each stage, the EMD shall be forfeited and the order shall stand cancelled.

4.7.4 An unexcused delay by the tenderer in the performance of its delivery obligations shall render him liable to any or all of the following penalties:

- Forfeiture of earnest money in case of non-compliance of the 4.7.2
- Imposition of liquidated damage and termination of the contract for default.

#### 4.8 Acceptable Data Quality.

The vendor will maintain the scanned data in accurate form and will ensure that all the Digitized/ Scanned data will be verified and checked to meet accuracy of record. Once the final submission of data is done, official of MCA can randomly check any digitized record for accuracy and correctness and if that is found to be not accurate (**On final submission**) in terms of typing mistake, scanning mistake, printer problem, then the maximum penalty at the rate of 10% (of the bill presented for records of three years) will be levied. The bidder has to carry out the corrections once again and the charges of correction of data have to be borne by the bidder. This condition is to reinforce the fact that data entry and digitization is a work of sensitive nature and to be accomplished with attention and accuracy. Further in case of any default by the vendor, the MCA may also suspend business dealings with the vendor apart from claiming reasonable compensation/damages including forfeiture of security and blacklisting of vendor.

#### 4.9 Copyrights and IPRs



The Copyrights and Intellectual Property Rights of all deliverables at various stages would that be of Municipal Corporation, Amritsar only. The vendor shall not be authorized to use whole or any part of the deliverable without prior written approval of Commissioner, Municipal Corporation, Amritsar.

#### **4.10 Change management**

Any change in the scope of work/deliverables which have not been conceptualized at this stage, can be proposed and negotiated with the MCA and if agreed any extra charges for the same can be finalized.

#### **4.11 Mode of Submission**

- The bid document must be addressed to the Commissioner, Municipal Corporation Amritsar, by designation only.
- Tenders can be submitted in person on or before the due date and time specified in the Tender Notice. The tenders can also be dropped by due date and time in the tender box kept at the office of Mayor, MCA Amritsar.
- **No late proposals shall be accepted.** The issues of untimely delivery by postal agencies/courier companies etc. shall be the sole responsibility of Bidder.

#### **4.12 Performance Security**

The successful bidder shall at his own expense deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank in suitable format (Annexure III), payable on demand, for the due performance and fulfillment of the contract by the bidder, with the Commissioner, MCA within seven(7) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier. The Bank Guarantee shall be valid for a period of 16 months from the date of signing of contract. If the accepted bidder fails to furnish the bank guarantee within the above said period, the EMD remitted by him will be forfeited by the MCA and their tender will be held void. The PBG furnished by the bidder in respect of their tender will be returned to him at the end of the contract period subject to submission of all reports to satisfaction of the concerned department and MCA.

If the bidder failed to act upon the tender conditions or backs out when their bid has been accepted, their PBG mentioned above will also be forfeited in favour of MCA.

#### **4.13 SCOPE OF WORK**

The tenderer shall be responsible to undertake the following under the present tender as per the satisfaction of Commissioner, Municipal Corporation, Amritsar.

##### **A. Summarized Scope of Project**

The Scope of work has been primarily divided into the following main stages:

##### **I. Digitization and Computerization of Birth & Death Data:**

- i. The Birth and Death records starting from 01<sup>st</sup> September 2010 to 31<sup>st</sup> December 2013 has to the digitized.



- ii. There are approximately 60,000 registered Birth records in Punjabi/English related to time period in scope (2010 to 2013).
  - iii. There are approximately 40,000 registered Death records in Punjabi/English related to time period in scope (2010 to 2013).
- II. Analysis, Design, Development, Testing, Implementation, Support and Maintenance of Enterprise Wide IT Application and operation there off for one year, as per the requirements of Local Birth & Death Registrar.
  - III. Impart training of the operation and provide technical support of the developed software to be MCA staff.
  - IV. Post Implementation services including Annual Technical Support and Maintenance. The maintenance of software application for 3 years. The quote of AMC for 2<sup>nd</sup> year onwards to be quoted separately.

## **B. Detailed Scope of Project**

### **(a) Digitization and Computerization of Birth & Death**

The bidder should implement the job at MCA and scope of work for the bidder will be as follows:

- To scan each and every readable page of the Birth and Death registers.
- To enter the readable/available data into the database in Multilanguage i.e. in English, Punjabi, and Unicode (Punjabi).
- To provide print outs of the entered data Year wise/Block wise/Police Station wise as the case may be, for first verification to be done by the Local Registrar Office.
- To incorporate the amendments/corrections into the database suggested by the Local Registrar Office.
- To provide final print outs of the corrected data Year wise/Zone wise/Hospital etc. wise as the case may be, for second verification to be done by the Local Registrar Office.
- To incorporate the final corrections into the database and replace the pages bearing incorrect records.
- To deliver the final registers and soft copy of the data to the department.
- Vendor will use his own infrastructure like Hardware, Manpower etc., However office space and electricity can be provided, if required.
- The vendor will also ensure safety and safe return of the birth and Death registers. In case the vendor intends to carry out the Digitization and data Entry work at his own site, he may get the manual registers photocopied and take away the photocopied pages. The original registers will not leave MCA premises. Photocopying may be done at bidder's cost.





## **(b) Development/ Customization of Software Application**

The bidder should propose & develop an IT Solution to meet requirements of MCA. The Scope of work for the bidder will be as follows:

- Study the existing system of Issuance of Birth & Death Certificates and prepare the Detailed System Requirements Specification (SRS) document for this Solution.
- System Design documents (wherever/whenever required).
- Development of proposed Solution.
- Implementation of proposed Software application, database and related software, and integration tools.
- Maintain and implement software application for 1 year.
- The Implementation Completion Certificate will be issued after the process of digitization and scanning of old data is completed and the software for entry of current/future is fully developed and deployed.
- All the design documents/ blue prints and source code produced during the process should be the property of Municipal Corporation Amritsar
- International Standards to be followed by Bidder

The proposed solution needs to be designed based on the standards adopted by National as well as international agencies, to the extent feasible and in line with overall system requirement set out in this RFP, in order to provide good interoperability with multiple platforms and avoid any technology or technology provider lock-in for the Computerization project.

However, Bidder may visit Municipal Corporation Amritsar and its zonal office in order to assess the current situation (pre-feasibility) and future requirements, so that the same could be reflected while quoting price.



**(c) Project Implementation Services** As a part of implementation services, the successful bidder shall undertake the following:

- Training to the employees of MCA

Bidder will conduct a Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. Bidder would need to train all / selected staff members to ensure that the employees are comfortable working with the new system. For all these training programs the bidder will provide necessary course material and reference manuals wherever/whenever required.

**(d) Post Implementation Services**

- ANNUAL TECHNICAL SUPPORT AND MAINTENANCE.

As a part of Post-Implementation services, the successful bidder shall undertake the following services for the period of 1 Year from the date of Implementation Completion Certificate by the department:

The bidder will be responsible to maintain the system for a period of 1 year, from the date of Implementation Completion Certificate of the project.

The vendor will use own resources and infrastructure for the data digitization and data entry part of the old data from 01 September 2010 to 31 December 2013.

The Implementation Completion Certificate will be issued after the process of digitization and scanning of old data is completed and the software for entry of current/future is fully developed and deployed.

For the first year, which will start from the time of issue of Implementation, the vendor will hand hold the MCA team to run the software. Vendor will provide technical support and also undertake the services mentioned below as the part of AMC. No extra cost will be paid for the support in the first year. All Infrastructural needs, like hardware, manpower and any other equipment, required after the issuance of Implementation Completion Certificate will be provided by MCA.

The maintenance will include below mentioned services. Successful Bidder would be completely responsible for the defect free functioning of the application software after successful implementation of Software with digitized data :

- Resolve any issues including bug fixing, improvements in presentation/user interface and/or functionality and others within a duration mentioned in Agreement.
- Provide the latest updates, patches and fixes, relevant for the software components.
- Software version management and software documentation management reflecting features and functionality of the solution.

**C. Technical Requirements**

LANGUAGE SUPPORT: The system should provide support both in English and Punjabi language. The application system MUST be Unicode Compliant.



**DATES: All information technologies MUST properly display, calculate, and transmit date data.**

USER AND USAGE ADMINISTRATION: The bidder MUST clearly state the access controls, for on-line PC's applications connected to the centralized server, which ensures that:

- Only authorized personnel are allowed to access the system; access being restricted via the use of user names/identifications and associated password.
- Access to each application is restricted to specified authorized users.
- The user in the application system is logged off automatically if the user is idle for more than a specified and variable period, to prevent access to the system, applications etc. by unauthorized third parties when a terminal is left unattended.

#### **4.14 Proposal Preparation Costs**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Commissioner, MCA to facilitate the evaluation process, and in negotiating a definitive Service Agreement or all such activities related to the bid process. This RFP does not commit MCA to award a contract or to engage in negotiations. Further, no costs incurred, in anticipation of award shall be reimbursed by the MCA. Bidders are requested to carry out necessary due diligence (situational understanding and information analysis) before submitting their proposals.

#### **4.15 Language**

The Proposal and all related correspondence exchanged between the vendor and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

#### **4.16 Bid Security (Earnest Money Deposit –EMD)**

- Bidders shall submit, along with their Bids, Bid security or EMD of Rs. **50,000 (Rupees Fifty Thousands only)**, in the form of a Demand Draft in favor of “Commissioner, Municipal Corporation of Amritsar” and payable at Amritsar.
- The EMD would be refunded to all unsuccessful bidders at the expense of the Bidders within a reasonable time (normally on signing of agreement with successful bidder) consistent with the rules and regulations in this behalf. The EMD of successful bidder would be returned after signing of agreement with successful bidder.
- Bid without adequate bid security/EMD are liable for rejection without providing any opportunity to the bidder concerned.



#### **4.17 Bid Opening**

The tenders will be received **and will be opened as indicated** in DATA SHEET (or any other date communicated by fax/email to bidders by MCA) by the Members of Tender Evaluation Committee authorized by Commissioner, MCA, in the presence of those Bidders or their representatives who may be present at the time of opening. The representatives of bidders present at the time of opening must have required authorization from the bidder. They would be required to sign, indicating their presence.

#### **4.18 Tender Rejection Criteria**

- The tenders without specified EMD amount will be summarily rejected.
- The tenders not fulfilling eligibility criteria are liable to be rejected.
- Tenders, without tender fee of Rs 1000, in case of those, who have downloaded the tender from the website, are liable to be rejected.
- Tenders not submitted in the form specified as per the format given in this Tender document are likely to be rejected.
- In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.
- Incomplete details will be treated as non-responsive offer and the tender is liable for rejection.

The Municipal Corporation, Amritsar do not bind themselves to accept the lowest or any tender or to give any reason for their decision.

#### **4.19 Submission of Tender-Two Cover System**

The bidder must submit, in separate covers "Technical Bid" and a "Financial Bid". Failure to submit separate technical and financial bids may result in disqualification of the proposal. The technical proposal shall not contain any price/rate details. Bid submitted by the bidder shall comprise the following documents:

1. The Technical Proposal and Financial proposals/bids and all supporting documents should be duly signed on all pages before submission
2. EMD amount of Rs. 50,000 (Rupees Fifty Thousand only) in the form of DD in favor of Commissioner, Municipal Corporation of Amritsar and payable at Amritsar
3. Proposal covering letter
4. Any other information that is required to be submitted in the proposal process.

#### **4.20 Technical Proposal**



**The Technical Proposal should preferably contain the following:**

- i. Covering Letter as per FORM-1, Detail of Vendors/Bidders as per Annexure I.
- ii. Documents showing financial strength (Audited Balance Sheets for last 3 Years).
- iii. Documentary proof as per Eligibility Criteria mentioned in RFP.
- iv. Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to project scope.
- v. Any Related information regarding to the concerned project.

**No mention of your commercial response should be made anywhere in the Technical Proposal.**

**4.21 Financial Proposal**

The Financial proposal, as prescribed in the Tender should be filled up and sealed in a separate envelope clearly marked “**FINANCIAL PROPOSAL**” and submitted along with technical proposal, all in an outer envelope. The address of the bidder should be clearly written on the cover of the financial proposal. The Financial Bid format is given in Annexure II. While preparing financial proposal, following should be integrated:

- All prices should be valid for the duration specified in the Tender Document
- All prices quoted should be exclusive of the price structure as specified
- Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Tender Document.
- Proposal prices shall be quoted in **Indian Rupees**.

**4.22 Outer Cover**

Both the Technical Proposal and Financial Proposal should be submitted in a single outer cover, sealed and be super-scribed as “Computerization of Birth and Death department of Municipal Corporation of Amritsar.”, Tender Ref: **MCA/BD-DIGI/2011**. The address of the bidder should be clearly written in the cover. The covers received without superscription are liable for rejection. The tenders not submitted as specified in the above clauses will be summarily rejected. The following should be written in a clear and legible way on top of the front side of the outer cover “PLEASE OPEN ONLY IN PRESENCE OF TENDER EVALUATION COMMITTEE” not before as provided in DATA SHEET. This outer envelope (containing two separate envelopes of Technical and Financial proposals) should also contain the demand draft towards EMD and the cost of tender (if applicable) separately (preferably in a envelope super-scribed with “Earnest Money Deposit” and “Tender Fee deposit”, as applicable).

**4.23 Signature**



The covering letter must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

#### **4.24 Submission of Proposals**

- The bidder shall submit a sealed cover consisting of **two (2) copies of all the bid documents (Technical and Financial Proposals marked as "Original" and "Copy")**. Sealed proposals shall be received (may be dropped in the tender box kept) at the office of the Mayor, MCA, Amritsar as indicated in DATA SHEET
- The Commissioner, MCA will not accept delivery of bid/proposal by fax or e-mail. Proposal received by facsimile shall be treated as defective and invalid and thus will be rejected.
- The proposal documents shall be submitted as two complete sets following exactly, the conventions set forth above, clearly marked Original and Duplicate. In case of discrepancy, the copy marked original shall be treated as correct
- The original and copies of the financial bid, each consisting of the documents listed in instructions and Proposal Cover Letters, shall be typed or written in indelible ink and shall be signed by the bidder or a person /persons duly authorized to bind the Bidder to the contract.
- In general, no over writings are permitted.

#### **4.25 Period of Validity of Proposals**

- The offer submitted by the bidder shall **be valid for a period of 180 days** from the last date of submission of the tender, as specified in the data sheet. A proposal valid for a shorter period may be rejected as non-responsive
- In exceptional circumstances, the Commissioner, MCA may solicit the bidder's consent for an extension of the validity period. The request and the responses there to shall be made in writing.

#### **4.26 Late Proposals**

Any proposal received at the MCA office designated in this Tender document, after the specified time for receipt of the same will not be considered unless it is received before award is made.

#### **4.27 Withdrawal of Proposals**

Vendors may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be submitted in time and the respective envelopes shall be clearly marked



'WITHDRAWAL' and received by the MCA prior to the deadline prescribed by the MCA for submission of Proposals. **Proposals, which have been approved by MCA as withdrawn shall be returned unopened to the Vendor.**

#### **4.28 Opening of Proposals**

The MCA will open Technical Proposals in the presence Tender Evaluation Committee authorized by commissioner, MCA and Vendors' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.

#### **Opening of Technical Proposals:**

First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Vendor after completing necessary formalities. No Proposal shall be considered withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request withdrawal and is read out and recorded at the opening of Technical Proposals.

All remaining "**outer envelopes**" containing envelopes of Technical Proposals and Financial Proposals shall be opened one at a time, and the following will be read out and recorded:

- A. Name of the Vendor
- B. Details of EMD amount
- C. Details of Tender fee deposited, if downloaded from the web.
- D. Any other information

**All financial proposals shall be kept separately. Only technical proposals of those firms, who are considered "responsive" based on meeting the eligibility Criteria, EMD and tender fees deposition criteria, shall be considered and opened. Decision of MCA shall be final and binding. After completed the process, all Financial Proposals shall be further sealed in an outer envelope and kept in the safe custody, as per the advice of Commissioner, MCA.**

MCA shall prepare a record of the opening of Technical Proposals that shall include the name of Vendors and indicate whether there was any withdrawal. The Vendors' representatives, who are present, will be requested to sign the record. The omission of a Vendor's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Vendors in writing or through standard electronic means.

### **5.0 BID EVALUATION PROCESS**

#### **5.1 Evaluation of Technical Proposals**

The Technical Proposal will be examined by the Technical Evaluation Committee (appointed by Commissioner, MCA) on the **Eligibility Criteria** and basis of responsiveness to the Terms of RFP. It shall judge its understanding and ability to meet the Scope of work. The bidders who score a technical score of more than or equal to 75% will only qualify for further evaluation under the financial bids. Financial bids of non-qualifying bidders (receiving less than 75% marks in technical evaluation) shall not be opened and shall be returned once the contract has been awarded. The decision of the Commissioner, MCA will be final and binding in the regard.



## 5.2 Technical Bid Evaluation Criteria:

Sr. No	Parameters	Marks
1.	Experience in the Digitization and computerization of similar or same projects	40
2.	Experience in Software development Desktop Applications and Web Based Application	10
3.	Overall Experience and Credentials of the firm - Financial strength, Years of experience, Turnover	10
4.	Approach & Methodology: <ul style="list-style-type: none"><li>• Clear understanding of scope of services</li></ul>	30
5.	<ul style="list-style-type: none"><li>• Strategy for digitization</li></ul>	5
6.	Team Organization and Scheduling: Team and Its Optimized work plan to meet an efficient activity scheduling	5

## 5.3 Opening of Financial Proposals

The Financial Bids of the **technically qualified bidders will only be opened and evaluated**. The Financial Proposals of all non-qualifying Vendors will be returned unopened, after signing of the contract with the winning Vendor.

All Vendors, with qualifying Technical Proposals, shall be informed in writing, or through standard electronic means, of the date and place for the opening of their Financial Proposals. Vendors' attendance at the opening of Financial Proposals is optional.

At the opening of Financial Proposals, the Financial Proposals of all qualifying Technical Proposals shall be opened one at a time by the Client and the following read out and recorded:

- A. Name of the Vendor;
- B. Prices, taxes and duties details (exclusive, inclusive etc.) etc.
- C. Validity and
- D. Any other relevant details (over-writings, omissions if any), which the Client may consider appropriate to indicate.

Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for comparison and award.





The Client will prepare a record of the opening of Financial Proposals. The Vendors' representatives who are present will be requested to sign the record. The omission of a Vendor's signature on the record shall not invalidate the contents or effect of the record.

#### **5.4 Evaluation of Financial bids**

a. The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:

i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the MCA, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

b. The **Total Value** of the Financial bid shall be worked out as per financial bid format and the contract will be awarded to the lowest quoting bidder. The price quoted for both works (digitization and software development) will be added to reach the TOTAL BID price, which will form the basis of calculating the LOWEST BID.

c. If all quoted rates are same, firm with higher technical marks (up to two decimals) shall be considered.

### **6.0 AWARD OF CONTRACT**

#### **6.1 Signing of Contract and Commencement**

Promptly after notification, the Client shall send to the successful Vendor the Contract. Pursuant to negotiations, the successful Vendor shall sign, date, and return the Contract, along with necessary supporting documents. All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of receipt of notification of award from MCA.

#### **6.2 Right to Terminate the Process**

- The right of final acceptance of the tender is entirely vested with the Commissioner, MCA, who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever.
- There is no obligation on the part of the MCA to communicate with rejected Bidders.

#### **6.3 Review Meetings**

Vendor/ successful Bidder shall organize weekly/fortnightly review meetings with the Local Registrar to review functionality issues and progress of work. The frequency of meetings will be intimated by the vendor in consideration of requirements in the interest of the project. Vendor would prepare the minutes



of the review meetings mentioning the issues discussed, decisions taken on them and appropriate level at which these require being resolved.

#### **6.4 Law and Jurisdiction**

The Vendor services and agreement made with successful bidder shall be governed by the laws of Republic of India and first court of jurisdiction shall be Amritsar

#### **6.5 Amicable Settlement**

This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Courts of Amritsar. The decision of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be Amritsar.

### **7.0 PAYMENT TERMS AND CONDITIONS**

#### **7.1 Schedule of Payment**

Payment schedule will be as follows.

- ⌚ The Payment for data entry and digitization will be issued in two parts.
  - (i) 30% of payment after the final submission (by vendor) and thereafter validation and its acceptance by MCA of data for period 1<sup>st</sup> Sept, 2010 to 31<sup>st</sup> Dec,2011.
  - (ii) 30% of payment after the final submission (by vendor) and thereafter validation and its acceptance by MCA of data for period 1<sup>st</sup> Jan, 2012 to 31<sup>st</sup> Dec,2012..
  - (iii) 40% of payment after the final submission (by vendor) and thereafter validation and its acceptance by MCA of data for period 1<sup>st</sup> Jan, 2013 to 31<sup>st</sup> Dec,2013.
  
- ⌚ The Payment of Software will be will be issued in two parts:
  - (i) 50% of payment at the time of Implementation Completion Certificate.
  - (ii) 25% of payment after Six Months of Implementation Completion Certificate of successful operation of application software managing the day to day operations of Birth and Death Department.
  - (iii) Remaining 25% of payment after one year of Implementation Completion Certificate of successful operation of application software managing the day to day operations of Birth and Death Department.

#### **7.2 Other Terms and Conditions**



- The bidder should quote their prices, duties and taxes (as on the date of submission) and any other charges exclusively.
- The Commissioner, MCA reserves the right to reject any or all tenders without assigning any reason.
- MCA will not provide any arrangement/facilities to carryout the work by way of labor, transport or residential accommodation etc.
- The TDS as applicable under GOI Act/rules shall be deducted from due payments of the contractors.
- The service tax if any (should be intimated by the agency) shall be paid. It has to be separately shown and included in total cost.
- **Bidding firms are advised to visit, check, assess and make them fully aware of the situation as well as operational feasibility before tendering.**

### General Conditions

1. The tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
2. The Municipal Corporation, Amritsar do not bind themselves to accept the lowest or any tender or to give any reason for their decision.
3. The Municipal Corporation, Amritsar reserve to themselves the right of accepting the whole or any part of tender and tenderer shall be bound to perform the same at his quoted rates.
4. This notice of tender shall form part of the Contract Documents.
5. The validity of the tender(s) shall be up to 120 (One Hundred Twenty) days from the date of opening of tender(s).
6. Municipal Corporation, Amritsar will return earnest money to all unsuccessful tenderers soon after the signing of the contract with the successful bidder. Earnest money of successful bidder will be held as part of security deposit and will be returned after successful completion of contract.
7. The CONTRACT is not transferable.
8. The tender shall be governed as per conditions of MW-4 Form, applicable for all Municipal works.
9. The contract prices are firm for the entire period of contract
10. Income tax./Sale tax shall be deducted from all the payment to be made, in accordance with the provisions of Income Tax/Sale Tax Act as directed by Govt. from time to time.
11. The quantities of the estimates are liable to be increased or decreased.
12. If any holiday is declared on opening date the same shall be opened on the next working day.
13. The rates quoted by the contractor should include Octroi, Terminal tax, Sale Tax & all taxes applicable & F.O.R Amritsar.



- 14 Tenderer shall guarantee the manufacturing, design, materials, workmanship and performance of all goods to be supplied under the order for a period of 12 months from the date of initial operation.
- 15 The Department shall not be held responsible for non-receipt of tender.
- 16 It shall be the responsibility of CONTRACTOR to meet the requirements of Minimum wages act, safety acts and other relevant Government acts (Govt of India, Govt of Punjab and of Local Bodies) for engagement of labor in specified operations. While submitting the bills, they would have to certify about the fulfillment of such legal provisions by them. MCA in no way shall be held responsible, if the CONTRACTOR does not meet any of these legal provisions
- 17 Any addendum/corrigendum issued by the department will be considered as a part of DNIT and it will be responsibility of the bidder to remain in contact with the department for the same.
- 18 Bidders can access Tender documents on the website mentioned above, fill them & submit the completed Tender online only. Bidders will have to attach the scanned copies of all the relevant documents including EMD, Processing Fee, Cost of Tender Document, Enlistment Record, PAN No, VAT No etc.



# FORMS & ANNEXURES

## Form -1 Covering letter

To  
The Commissioner  
Municipal Corporation  
Amritsar  
Sir,

Sub: "Computerization of Birth and Death department of Municipal Corporation of Amritsar"

### **Regarding Proposal**

We \_\_\_\_\_, an IT services firm (Vendor/ Bidder) herewith enclose our detailed Proposal for selection of our firm/Organization as agency/Vendor for the subject mentioned project.

Yours faithfully,

Signature of Authorized Representative1 \_\_\_\_\_

Date.....

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_



**PARTICULARS OF TENDERERS**

TENDERER'S PARTICULARS FOR TENDER NO. \_\_\_\_\_

1 Name of the Tenderer:

\_\_\_\_\_

2 Address of the Tenderer:

\_\_\_\_\_

3 Year of Establishment : \_\_\_\_\_

4 Prior Same or Similar Experience (Bidder or a Member of the Consortium):

\_\_\_\_\_

(Attach Documentary proof)

5 Name &amp; address of the officer: \_\_\_\_\_

to whom all references shall be \_\_\_\_\_

made regarding this tender. \_\_\_\_\_

6 Earnest Money Deposited Details: Serial#	DD No & Date	Issuing Bank	Amount	Validity Date

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

(With name & designation of the person signing the tender)



**FORMAT FOR SUBMISSION OF FINANCIAL OFFER****(To be typed on the letter head of the Agency)****Name of Work:** "Computerization of Birth and Death department of Municipal Corporation of Amritsar"

I/We state that –

1. The financial offer is unconditional
2. Rates quoted are valid for 180 days from last date of submission of tenders ( \_\_\_\_\_ ) and hold good for work under all conditions, site, moisture, all weather etc.
3. The total quoted is inclusive of all duties, applicable taxes etc. on current rates. The Details of professional fees, travel cost, cost of formats, computerization etc. besides taxes and duties has been provided separately.
4. The firm has not been blacklisting/debarred by any central/state/multilateral funding agency in India
5. The firm does not have any pending litigation in court of law with any state/central/multi lateral funding agency.
6. The details of all on-going litigations with such agencies are enclosed.
7. The cost quoted is based on number of estimated records (85000).

I / We have carefully studied the various components herein above with the scope of work and detailed activities and all other terms and conditions of this RFP. On the basis of that I/We hereby undertake to execute the said works. It is further certified that we have gone through your RFP for the above said works and I/We have understood all the terms and conditions pertaining to the work.

<b>DIGITIZATION AND COMPUTERIZATION OF BIRTH &amp; DEATH DATA</b>				
<b>SR. No.</b>	<b>DESCRIPTION</b>	<b>Units</b>	<b>Price/Rate (In Numerals) (In Indian Rs.)</b>	<b>Price/Rate (In Numerals) (In Indian Rs.)</b>
<b>1</b>	Rate per record for Birth & Death Data Entry (Both in English & Punjabi) Including Scanning, Print outs  Inclusive of all levies & taxes	Per Record		
<b>2</b>	Software Development Including maintenance for 1st Year	Ls		
<b>3</b>	Maintenance Of Software for additional two years after 1st year successful implementation.(Optional)	Ls		
<b>4</b>	Rate per record for Birth & Death Data Entry (Both in English & Punjabi)Excluding Scanning Including Print outs Inclusive of all levies & taxes			



**Performance Security**

**Format of Bank Guarantee of Performance Security**

**On Non-Judicial Stamp Paper of Rs. 100**

Bank Guarantee No. :

Date of Issue :

Date of Commencement :

Valid Uptil :

Amount Rs.

**To**

**The Municipal Commissioner,  
Amritsar Municipal Corporation,  
Amritsar, Punjab**

Gentleman:

Whereas the Commissioner, Amritsar Municipal Corporation, hereinafter called the 'Purchaser' having its Registered Office at ----- having entered into a contract no. .... dated ..... under International bidding norms with M/s ..... a Company incorporated under ..... and having its Registered office at ..... and Branch office at ..... [hereinafter called the "Supplier"], to supply the Goods and Related services related to ..... (Description in the contract).

In accordance with the provisions of the Conditions of Contract, Sub-clause ..... ("Performance Security") of the Contract No. .... the Supplier shall deposit with the Commissioner, MCA -----, Amritsar a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract of an amount of Rs. .... (Rupees .....). The performance security shall be valid until the Supplier has executed and completed the Works and remedied any defects therein in accordance with the Contract i.e. till the completion of the warranty period as mentioned in Section ..... of the Contract.

We, the ( Bank's name and Branch ..... , a body incorporated ..... (Bank's Address) ..... , having our Registered Office at ..... (hereinafter called "the Bank") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators,





executors and assigns, do hereby guarantee and undertake to pay an amount of Rs. .... (Rupees ..... ) to the Purchaser immediately on demand and all monies payable by the Supplier to the extent of Rs. .... (Rs. .... ) as aforesaid at any time upto ..... without any demur, reservation, contest, recourse or protest and / or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Supplier, any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the bank as a principle debtor in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

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

This Guarantee shall be enforced for a maximum period upto ..... on expiry of which The Commissioner, MCA-----, Amritsar shall discharge the Guarantee. In case the Defects Liability Period ends after the expiry date of this guarantee the Purchaser shall not discharge the guarantee and shall request for extension of validity period of this guarantee.

Notice of claim under this Guarantee, if any, must be given to the Bank by the Purchaser during the guarantee period as mentioned above.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. .... (Rupees ..... ) and this Guarantee shall be in force till ..... from the date hereof.

Notwithstanding anything contained herein :

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees ... .. )

2. The Bank Guarantee shall be valid upto .....

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if The Commissioner, Amritsar Municipal Corporation -----, Amritsar serves upon us a written claim or demand on or before ..... and

4. All rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under whether or not this document shall have been returned to us after ..... For ..... (name of the Bank) Authorized Signatory

Place :

Date

Note: This guarantee is to be issued by a Scheduled Bank located in India

