



DISTRICT ADMINISTRATION GANJAM

Notice No. 7088

Date: 27/6/2023

“REQUEST FOR PROPOSAL”

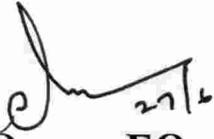
(RFP)

For

Service Provider for Design, Development, Implementation and Maintenance of an e-governance system through a mobile application for the Collector & District Magistrate, Ganjam.

Date of Publication: 28/06/2023

Last Date of Submission: 20/07/2023


CDO-cum-EO
Zilla Parishad, Ganjam

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DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of Collector & District Magistrate, Ganjam or any of their representatives, employees or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for District Magistrate, Ganjam Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

INTRODUCTION

The Collector & District Magistrate, Ganjam (hereafter referred as "DM, Ganjam" or Purchaser/ User Department) invites Offline Bids from vendors / agencies having sufficient experience and credentials for Design, Development, Implementation and Maintenance of an e-grievances web portal system and a mobile application for District Magistrate, Ganjam.

The current population of Ganjam is approximately 35 lakh. The District Administration wants to bring excellence in public service delivery and to redress grievances of citizens in a meaningful method by effectively coordinating with different Departments of the Government and tries to eliminate the causes of grievances through the **e-grievance web portal and mobile application**. The system will provide the citizens with a platform for redress of their grievances. Anyone with any kind of grievance related to any Government organization in the district, may lodge his/her grievance here which will go to the District Administrative concerned for immediate redress.



1. INSTRUCTIONS TO BIDDERS

- 1.1. The Bidders can download this RFP from the website: ganjam.nic.in Subsequently, bid has to be prepared and submitted OFFLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.
- 1.2. RFP will not be sold / issued manually from DM, Ganjam. The interested bidders are required to download the RFP from ganjam.nic.in portal. The cost of RFP shall be deposited by the Bidder in the shape of DD/BC/BD of Rs. 10,000/- in favor of CDO-cum-EO, Zilla Parishad, Ganjam, payable at Chatrapur, Ganjam during submission of bid paper.

2. BID SCHEDULE

Date of Publication	28/06/2023
Bid document download start date and time	28/06/2023
Last date and time of submission of queries for Pre-Bid Conference	3 days after date of publication
Bid submission end date and time	20/07/2023 by 4.00 PM
Bid Validity Period	90 days
Mode of Submission	Offline by Registered Post / speed post or drop box kept at O/o CDO-Cum-EO, Zilla Parishad, Ganjam, Chatrapur, PIN- 761020
Opening of Technical Bid date and time	21/07/2023 at 11.00 AM
Presentation of Responsive Bids (as per pre-qualification criteria)	21/07/2023
Opening of Financial Bids	21/07/2023

3. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and DM, Ganjam, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.



4. ELIGIBILITY CRITERIA

4.1 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and will not be considered further.

4.2 Each eligible applicant should qualify against all the following pre-qualification/eligibility criteria:

S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
1	Legal Entity	<ol style="list-style-type: none">1. A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto, Partnership Firms (LLP Act,2008 or Partnership Act, 1932) or Proprietary Firms2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status3. At least 5 years old as on the date of publication	<p>Certified by Authorized Signatory:</p> <ol style="list-style-type: none">1. Copy of Certificate of Incorporation, Partnership Deed etc.2. Copy of Registration Certificates with the GST & IT (PAN) Authorities.3. The bidder in case of a single bidder or lead/Prime bidder only of a Consortium need to submit the above mentioned documents.
2	Turnover	<p>The bidder or lead bidder (in case of consortium) - company/LLP/Proprietorship firm should have average annual turnover of at least INR 100 lakh for the last three years financial years ending FY 2021-22 for lead bidder.</p>	<p>Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure IV.</p> <p>In case of consortium, it is to be supported by documents from the lead bidder.</p>



S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
3	EMD	EMD of Rs. 1,00,000/- which is valid for 90 days beyond the validity of the tender period	Provide an Earnest Money Deposit (EMD) (as per Annexure IX) of Rs.1,00,000/- (Rupees One Lakh only) in the form of a BD / BC / DD / Bank Guarantee issued by any Public sector Bank or Scheduled Bank in favour of CDO-Cum-EO, Zilla Parishad, Ganjam, payable at Chatrapur, Ganjam
4	Experience	A) The company/LLP/Proprietorship firm/Lead Bidder in case of consortium should have prior experience in executing ITES projects within the last 3 Financial years ending FY 2022-23.	Annexure II along with Work Orders of the projects
5	Non – Blacklisting Certificate	Bidders should not have been blacklisted or banned by any Ministry or Department of any Government, PSU, University, Autonomous District Administration or any other Government Organization.	Submit Declaration in this regard by the Authorized Signatory on Rs 10 Non-Judicial Stamp Paper and attested by Public Notary (Annexure-VIII)



S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
6	Consortium/JV is allowed	The requirements as specified in this RFP regarding Consortium / JV must be satisfied	<p>Agreement copy between members with complete details of members of consortium, lead member/partner, and mentioning their technical roles and responsibility. (Please refer conditions below)</p> <p>Additionally, the bidder shall produce an original copy of the agreement whenever demanded by the Board.</p>

(a) Conditions for Consortium / Joint Ventures (JV) (Consortiums are more prevalent in the industry)

- i. Joint Venture/Consortium: Maximum of two companies/contractors may participate in the bidding as Joint Venture/consortium
- ii. Joint Ventures/Consortium must comply the following requirements:
 - a. The qualifying criteria parameters as set out in this RFP shall be satisfied by the lead bidder or collectively.
 - b. The JV Agreement/Consortium must include the relationship between joint venture partners/Consortium members in the form of JV Agreement/Consortium Agreement to legally bind all partners/members jointly and severally for the proposed agreement. The Bidder must attach a copy of the Agreement.
 - c. One of the partners/consortium members responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney/Board Resolution signed by legally authorized signatories of both the partners.
 - d. The JV/Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and both partners of the Joint Venture/members of consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - e. The work order will include names of all partners of the Joint Venture/Consortium and the contract agreement should be signed jointly by each Joint Venture Partners/consortium member.
 - f. An entity can be a partner/member in only one Joint Venture/Consortium. Bid submitted by Joint Ventures/Consortium including the same entity as



- partner/consortium will be rejected.
- g. In the case of JV/consortium the payments will be made by and to the lead partner.

5. RFP PROCESS

- 5.1 RFP issued by the DM, Ganjam constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as Clause 4 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP and the Service Agreement.
- 5.2 This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by DM, Ganjam of the Bidder's Bid and the execution of the Service Agreement by both DM, Ganjam and the Bidder/Service Provider.
- 5.3 This RFP is only illustrative in nature and all narrations are intended to be used by the applicant as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and DM, Ganjam reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid, save in relation to the eligibility criteria, technical requirements and the evaluation principles of the Bids.
- 5.4 Upon selection of a Bidder by DM, Ganjam, the Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.
- 5.5 The term of association shall be for 1 (One) year from the execution of contract/agreement, which may be extendable for another 1 year at the same price.

6. BID VALIDITY

- 6.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 6.2 In exceptional cases, the Bidders may be requested by DM, Ganjam to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 6.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for DM, Ganjam, the Bid validity shall automatically be extended up to the next working day.

7. BID PRICES

- 7.1 The Bidder providing services shall quote only in Indian Rupees.
- 7.2 The Bidder shall indicate in the Price Schedule provided along with the RFT and all the specified



components of prices shown therein. All the columns shown in the price schedule should be filled in as required.

- 7.3 If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 7.4 Firm Price: The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be not subject to variation on any account.

8. SUBMISSION OF BIDS

- 8.1 Bids to be submitted offline .
- 8.2 DM, Ganjam will open (offline) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 8.3 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for DM, Ganjam, the Bids will be opened at the appointed time on the next working day.
- 8.4 Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders
- 8.5 The Technical Bid is to be opened at the prescribed time and date as indicated in the RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like a brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 8.6 Financial bids of the technically qualified Bidders shall be opened offline at the date, time and as in the RFP Document.
- 8.7 The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 8.8 Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.

9. EARNEST MONEY DEPOSIT

- 9.1 The Bidder shall furnish along with its Bid, EMD for an amount of **INR 1,00,000/- (Rupees One Lakh Only)**.
- 9.2 The EMD is required to protect DM Ganjam against the risk of the Bidder's unwarranted conduct. Non-submission of EMD will be considered as major deviation and bid without EMD will not be considered.
- 9.3 The EMD shall be furnished as a DD / BC / BD / Bank Guarantee from any of the Public Sector Bank or Scheduled Bank drawn in favour of CDO-Cum-EO, Zilla Parishad, Ganjam, payable at Chatrapur.
- 9.4 The EMD shall be valid for a period of 90 days (Ninety days) days beyond the validity period of the Bid. As the validity period of Bid as per clause 6 of this RFP is 90 days, the EMD shall be valid for 180 days from the date of submission of Bids.
- 9.5 EMD of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant



Contract. Successful Bidder's EMD will be returned without any interest, after receipt of Performance Bank Guarantee (PBG) from that Bidder.

9.6 The EMD shall stand forfeited if a Bidder:

- Withdraws or amends or impairs or derogates its bid during the period of bid validity.
- Fails to accept orders issued in its favor for execution, and / or violates the RFP terms and conditions of the contract after submission of the bid.
- Successfully gets selected but fails to sign the contract within the stipulated time.
- Without prejudice to other rights of DM, Ganjam, if it fails to furnish the required Performance Bank Guarantee within the specified period.
- Any breach or violation of terms of RFP and/or tender documents.

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a series of connected loops and a final upward stroke.

10. BIDDERS QUERIES AND RESPONSES THERETO

<p>All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id dm-ganjam@nic.in, The queries should necessarily be submitted on or before dd/mm/yyyy and hhhh hours mentioned in the following format:To, District Magistrate, Ganjam, Odisha.</p>			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact & contact details of local office as well
			Tel:
			Fax:
			Email:
Sl. No.	Bidding Document Reference(s)	Content of RFP requiring clarification	Points of Clarification required.
	(Clause number/page)		
1			
2			

10.1 All enquiries should be sent to DM, Ganjam only through email. DM, Ganjam shall not be responsible for ensuring that Bidder's enquiries have been received by them. DM, Ganjam will endeavor to provide a complete, accurate, and timely response to all questions to all the Bidders. However, DM, Ganjam makes no representation or warranty as to the completeness or accuracy of any response, nor does DM, Ganjam undertake to answer all the queries that have been posed by the Bidders. All responses given by DM, Ganjam will be distributed/mailed to all the participants in Pre-bid conference.

10.2 DM, Ganjam, if it desires, may host a Pre-Bid Conference (either virtual or physical). The representatives of the interested Bidders may attend the pre-bid conference at their own cost. For virtual Pre-bid conference, the link shall be provided to the Bidders one hour prior to the scheduled meet.

10.3 Amendments to Bidding Documents:

- i. At any point of time, prior to the deadline for submission of Bids, DM, Ganjam may, for any



reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.

- ii. Such an amendment, if any, will be uploaded on DM, Ganjam website: ganjam.nic.in, Bidders are, therefore, advised to refer to DM, Ganjam website before submitting bids.

10.4 Clarification of Bidding Documents: A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with DM, Ganjam in writing. DM, Ganjam will respond in writing to such request in pre-bid conference as per the bid schedule.

11. SUBMISSION OF BID

- 11.1 All documents are to be provided in hard copies sent by registered post / speed post to CDO-Cum-EO, Zilla Parishad, Ganjam, Chatrapur, 761020 or can be dropped in a drop box kept at the office of CDO-Cum-EO, Zilla Parishad, Ganjam.
- 11.2 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc
- 11.3 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 11.4 In exceptional circumstances, at its discretion, DM, Ganjam may solicit the Bidder's consent for an extension of the validity period.
- 11.5 The request and the responses thereto shall be made in writing or by fax or email.
- 11.6 **Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances
 - i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;
 - ii. Information that is found to be incorrect/misleading at any stage during the tendering process;
 - iii. Incomplete Bids;
 - iv. Inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
 - v. Non-fulfillment of the eligibility criteria, set out in this RFP, by the Bidder.
 - vi. Any Bid that does not comply with the conditions laid down by DM, Ganjam.
 - vii. Any other reasons deemed fit by DM, Ganjam.



11.7 Rejection of Commercial Bids

- i. In addition to any other reasons stipulated in this RFP, commercial Bids may be rejected under any of the following circumstances:
- ii. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- iii. Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iv. Bids which do not confirm unconditional validity of the bid for 180 days from the date of opening of Bid.
- v. Bids which do not conform to DM, Ganjam bid format.
- vi. Bids in respect to which the bidder does not accept DM, Ganjam rectification of clerical/arithmetic discrepancies in the commercial bid, if any.
- vii. Any Commercial Bid that does not comply with the conditions laid down by DM, Ganjam.
- viii. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- ix. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

11.8 Other Reasons for Rejection of Bid

- i. In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:
- ii. Bids in which the Bidder seeks to influence the DM, Ganjam bid evaluation, bid comparison or contract award decisions.
- iii. In view of two bid systems, DM, Ganjam may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.

12. DOCUMENTS TO BE SUBMITTED

12.1 All the documents are to be send by hard copies to DM Ganjam

12.2 The following documents are to be submitted with the RFP.

Sl. No.	Criteria	Document to be submitted
1.	Paper Cost	Rs. 10,000/- in the shape of DD/BC/BD drawn in favour of CDO-Cum-EO, Zilla Parishad, Ganjam Chatrapur, payable at Chatrapur.



Sl. No.	Criteria	Document to be submitted
2.	EMD	Bank Guarantee drawn against the E.M.D to be paid as per this RFP followed by the originals
3.	Eligibility Criteria / / Pre-Qualification Documents	As Mentioned in clause 4.
4.	Technical Evaluation Documents	As Mentioned in clause 13.
5.	Financial Bid	As per Required Format only in the Price Bid Section.
6.	Bid Submission Form	Signed and Stamped Bid Submission Form as per Annexure I.
7.	Authorized Signatory	Power of Attorney in favor of Authorized signatory of Bidding Documents. OR Board's resolution(s) in favor of Authorized signatory of the bidder. (Sample Attached at Annexure I)
8.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

Note:

Wherever applicable, the above documents shall be used for evaluation purposes as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an index** should be attached as the first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. DM, Ganjam reserves its right to demand for original documents as and when required. Non-production of original documents may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security.



13. EVALUATION CRITERIA

13.1 The Bids will be evaluated based on the QCBS method as mentioned below
 $S = S_t * T\% + S_f * P\%$

13.2 Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.

13.3 The technical Bid of each Bidder shall be evaluated in accordance with the following methodology:

SL No	COMPONENT	CRITERIA	MAX. MARKS	DOCUMENTARY PROOF
1	IT Projects Experience in Design & Development of Web Application or portals	Successful deployment of web application or or portals a. One Project: 5 Marks b. Three Projects: 7 Marks c. Five and More than five projects: 10 Marks	10	Annexure II along with Work Orders
2	IT Projects Experience in Grievance handling or customer support or help desk projects	Successful deployment of at least one grievance handling or customer support or help desk projects (providing facility to lodge the grievances, track the status and send reminders and clarifications)	10	Annexure II along with Work Orders
3	Quality of Technical Staff proposed for this project as per the requirements mentioned in Scope of Work	The Bidder shall have qualified manpower more than 10 employees with ITES capabilities as on date of Bid Submission. a. ≥ 10 employees - 5 Marks b. 11-30 employees- 10 marks c. More than 30 employees - 15 Marks	15	Submit Self undertaking on company's letter head (including list of employees) signed by the authorized signatory.

SL No	COMPONENT	CRITERIA	MAX. MARKS	DOCUMENTARY PROOF
4	Certification	a. ISO 9001:2015 - 3 Marks b. ISO 9001:2015 & ISO 27001:2018 - 5 marks c. ISO 9001:2015, 27001:2018 & ISO/IEC 20000-1:2018: - 7 marks d. ISO 9001:2015, 27001:2018 & ISO/IEC 20000-1:2018 & CMMI L3 and above: - 10 marks	10	Relevant certificates to be submitted
5	Solution development Methodology proposed / Understanding of Software development and implementation	1. Company profile and organizational strength - 5 2. Understanding of scope and requirements - 25 3. Showcasing of solutions and Live Demonstration. - 25	55	Detailed Presentation in hardcopy shall be submitted in technical bid paper. Further, to be presented before the committee during technical evaluation.
		Total	100	

- 13.4 A Bidder must get a minimum of 60 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of commercial bid.
- 13.5 The Bid of the Bidder who submits the highest technical score shall get the maximum weightage (70 marks) and the bids of the other Bidders shall be granted weights in proportion to the score of Bidder with the highest technical score.
- 13.6 The Bid of the Bidder who submits the lowest commercial bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 13.7 The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the commercial bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. In the event that one or more Bidders have the same Ts value, the Bid with the highest technical score (St) will be rated as the 'Best Bid'.
- 13.8 Further, in the event that one or more Bidders with the same Ts value also have the same technical score (St), DM, Ganjam may, in its sole direction, declare any one of such Bidders as the successful Bidder. DM, Ganjam may also exercise its discretion in declaring the successful Bidder by evaluating whether: (a) the commercial Bid of the Bidder rated as having submitted the 'Best Bid' is in accordance with the requirements set out in the RFP; and (b) the Bidder winning the 'Best Bid' is adequately equipped to perform the services in a satisfactory manner.
- 13.9 DM, Ganjam reserves its right to reject any bid for any reason whatsoever.



- 13.10 Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 13.11 However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid (as defined in 7.3.4 of Manual for Procurement of Goods Services 2017 issued by Department of Expenditure), DM, Ganjam may waive the same. If a Bid is not Substantially Responsive, it will be rejected by DM, Ganjam.

14. DECLARATION OF SUCCESSFUL BIDDER

- 14.1 Prior to the expiration of the validity period for the Bid, DM, Ganjam will notify the successful Bidder in writing by registered post or by facsimile or email transmission that its Bid has been accepted. DM, Ganjam will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and DM, Ganjam shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 14.2 The failure of DM, Ganjam and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which DM, Ganjam may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 14.3 Upon the successful signing of the Service Agreement by the Bidder and DM, Ganjam, and the Service Provider furnishing the Performance Security, DM, Ganjam will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 14.4 Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

15. PERFORMANCE SECURITY

- 15.1 In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 30 (Thirty) days of entering into the Service Agreement with DM, Ganjam, furnish an irrevocable bank guarantee for an amount of 5% of the accepted value of the contract ("Performance Security") failing which an amount of 0.05% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for a specified period not exceeding further thirty days and in case failure continues the contract may be terminated by DM, Ganjam entitling DM, Ganjam to forfeit the Earnest Money besides other remedies as may be available to DM, Ganjam.



- 15.2 The Performance Security shall be valid for a period of one year from the date of the award of the contract. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by DM, Ganjam. It may require revalidation from time to time as the case may be.
- 15.3 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by DM, Ganjam.
- 15.4 Material failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from DM, Ganjam, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by DM, Ganjam to the extent of its loss.

16. TERMS OF PAYMENT

- 16.1 The payment for design, development and implementation of Grievance System maintenance and augmentation of modules will be released as per below schedule subject to successful completion of work as per phases defined in Scope of Work (Annexure VI) to the satisfaction of DM, Ganjam;
- a. Web portal, mobile application and hosting
1. 30% of total value of software and implementation after submission of requirement understanding documents and wire-frames in Figma
 2. 50% of total value of software and implementation after deployment of the solution in the test server and start of UAT
 3. 20% of total value of software and implementation after hosting in production server and go-live
- 16.2 All valid invoices will be paid within 15 days of the submissions of the invoice
- 16.3 Service Providers should furnish details of the location from where they are going to raise their Bills / Invoices to DM Ganjam.
- 16.4 Service Providers must raise their Bills / Invoices in the name of DM Ganjam.
- 16.5 Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- 16.6 DM Ganjam shall pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system / bank account.

17. OTHER TERMS AND CONDITIONS OF THE BID

- 17.1 All information / details submitted to DM Ganjam shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.
- 17.2 Save as expressly authorized by DM Ganjam in writing, the Service Provider shall not,



- without the prior express approval of DM Ganjam, incur any liabilities on behalf of DM Ganjam, pledge the credit of DM Ganjam or make any representations or give any warranty on behalf of DM Ganjam.
- 17.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by DM Ganjam, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between DM Ganjam and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against DM Ganjam and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by DM Ganjam.
- 17.4 The Bidder must strictly comply with all terms and conditions herein. DM Ganjam reserves the right to call upon any or all the Bidders to satisfy DM Ganjam regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, DM Ganjam may call upon any or all the Bidders to make a presentation to DM Ganjam in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to DM Ganjam shall not be considered for any further evaluation and shall stand immediately disqualified.
- 17.5 DM Ganjam is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract.
- 17.6 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of DM Ganjam, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 17.7 Privileges: The following privileges shall be extended to the Service Provider:
- a. Performance certificate to be issued by DM Ganjam to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the 'Modules delivered.
 - b. Successful completion certificate to be issued by DM Ganjam after completion of contract to the satisfaction of DM Ganjam.
- 17.8 Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and DM Ganjam shall be interpreted in accordance with the laws of India. The local courts shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and DM Ganjam.
- 17.9 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the



awarded contract as described in the RFP. DM Ganjam shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of DM Ganjam and subject to the condition that all the obligations and execution responsibilities under the agreement with DM Ganjam, should be passed on for compliance by the new company in the negotiation for their transfer. Further, the Lead member cannot be changed except with prior written approval of DM Ganjam. Any such change should be brought to the notice of DM Ganjam within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. DM Ganjam may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or DM Ganjam is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DM Ganjam. However, in the event DM Ganjam, wishes to terminate for convenience, it shall serve a notice period of 60 days to the Bidder.

18. PENALTY

In case the Service Provider fails to commence/execute the work as stipulated (Three Stages) in the agreement or unsatisfactory performance or does not meet the requirements of the contract, for reasons attributable to the vendor, DM Ganjam reserves the right to impose the penalty as detailed below: -

18.1 During the execution of the work

S. No.	Delay	Penalty
1	Submission of requirement document and inception report	1% of the project value per week delay post issue of work order
2	Deployment of base solution - more than 3 months after issue of PO	2% of the project value per month delay post issue of work order
3	Training and go-live of the entire solution - 6 months after issues of PO	2% of the project value per month delay post issue of work order if delay is attributed to the bidder

18.2 The followings to be noted:



- i. For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty.
- ii. For service delays, reasons not pertaining to the selected bidder, the Purchaser may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to the Purchaser.
- iii. The total penalty will be limited to 5% of the project value

19. GENERAL TERMS AND CONDITIONS OF CONTRACT

- 19.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to DM, Ganjam, shall invite all or any actions / sanctions, as the case may be. The decision of DM, Ganjam arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for DM, Ganjam RFPs in future for a period of at least three years.
- 19.2 DM, Ganjam reserves the right to modify and amend any of the stipulated conditions/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 19.3 DM, Ganjam also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by DM, Ganjam.
- 19.4 Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 19.5 The decision of DM, Ganjam arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by DM, Ganjam. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 19.6 In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 19.7 Any attempt by bidder to bring pressure towards DM, Ganjam's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for DM, Ganjam tenders in future for a period of three years.
- 19.8 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on DM, Ganjam.
- 19.9 Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. DM, Ganjam will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP. Only those bidders, who satisfy the eligibility requirements and accept the terms and



conditions of this RFP document, shall be short-listed for further evaluation.

It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all District Magistrate tenders/RFPs for a period of 10 (ten) years.

20. SUPPORT FROM CLIENT

- 20.1. The support required from the client for the execution of the project, must be clearly mentioned in the proposal and incorporated in the agreement.

21. HANDOVER

- 21.1 The selected bidder shall prepare a handover policy along with the MSA which shall be approved by Purchaser.
- 21.2 The handover shall be done by Bidder at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of Purchaser.
- 21.3 Handover shall include all single mobile platforms, source codes, project documentation, Reports, data backups, records, toll free number documents (if any) and others.
- 21.4 The selected bidder is required to integrate with the hosting environment provided by Purchaser at the end of the tenure of the contract. Handover shall not be considered complete without successful integration of the mobile platform with the hosting environment provided by Purchaser.
- 21.5 Non-compliance may lead to forfeit of due payments and performance security/bank guarantee, and other necessary action as may deem fit to Purchaser

22. REPRESENTATIONS AND WARRANTIES

- 22.1 DM, Ganjam along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 22.2 DM Ganjam may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 22.3 The Bidder represents that all the information provided is truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then DM Ganjam shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s)



on the ground of DM Ganjam's action.

- 22.4 The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

A handwritten signature in black ink, consisting of a stylized initial 'J' followed by a horizontal line that curves upwards at the end.

23. INDEMNIFICATIONS AND LIABILITIES

- 23.1 The bidder shall fully indemnify, hold harmless and defend DM Ganjam and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim including claims for infringement, which arise out of or relate to:
- i. any breach of any representation or warranty of the bidder contained in the RFP,
 - ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. DM Ganjam accepts no liability of any nature whether resulting from negligence or otherwise, however arising from reliance of any Bidder upon the statements contained in this RFP.
- 23.2 DM Ganjam reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of DM Ganjam action.
- 23.3 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DM Ganjam or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and DM Ganjam shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 23.4 Each party shall, at all times, indemnify and keep indemnifying the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.
- 23.5 The Successful Bidder shall at all times indemnify and keep indemnified DM Ganjam against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 23.6 The Successful Bidder shall at all times indemnify and keep indemnified DM Ganjam against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidders) employees or agents or by any other third Party resulting from or by any action, omission



or operation conducted by or on behalf of the Successful Bidder.

23.7 The Successful Bidder shall at all times indemnify and keep indemnified DM Ganjam against any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

23.8 All claims regarding indemnity shall survive the termination or expiry of the Contract.

24. TERMINATION

24.1 DM Ganjam may terminate the Service Agreement by serving written notice:

- a. Immediately in case the Bidder/Service Provider is in breach or fails to remedy breach in the performance of its obligations hereunder. DM Ganjam may provide a within 60 (Sixty) day notice to cure the defect, however failure to cure the defect within 30 days or any further period as the DM Ganjam may have subsequently approved in writing, shall render the termination of the contract;
- b. In the event services of the Bidder are not satisfactory or upto the mark;
- c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement;
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
- e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement;
- f. If the Service Provider submits to DM Ganjam a false statement which has a material effect on the rights, obligations or interests of DM Ganjam;
- g. Any other reason as deemed fit by DM Ganjam.

25. FORCE MAJEURE

25.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

25.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify DM



Ganjam, in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by DM Ganjam in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, DM Ganjam may at its option terminate the contract without any financial repercussions on either side.

25.4 In case due to a Force Majeure event DM Ganjam is unable to fulfill its contractual commitment and responsibility, DM Ganjam will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

26. DISPUTE SETTLEMENT MECHANISM

26.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. DM Ganjam and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either DM Ganjam or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between DM Ganjam/ DM and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator, appointed to be the arbitrator by the DM Ganjam. The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of DM Ganjam.

26.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in Odisha.

26.4 The Arbitration proceedings will be in English Language.

26.5 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

26.6 The parties shall continue to perform their respective obligations under this contract



during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of DM's Ganjam Arbitration proceedings.

- 26.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Odisha / local court in jurisdiction of Ganjam.

27. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

28. RESERVED RIGHTS

28.1 DM Ganjam reserves the right to;

- i. Accept/reject any of the RFP clauses in full or part without assigning any reason thereof.
- ii. Revise the requirement at a later stage as and when required.
- iii. Amend, modify, relax or waive any of the conditions stipulated in the RFP wherever deemed necessary.

28.2 DM Ganjam reserves the right to;

- i. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, DM Ganjam shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by DM Ganjam to the Bidder as compensation/damages or penalty;
- ii. DM Ganjam will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if DM Ganjam decides to cancel the RFP process or for any reason whatsoever.
- iii. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by DM Ganjam to facilitate the evaluation process.
- iv. The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
 - understood and examined the extent of the Rights, scope of Work and other information made available in writing by DM Ganjam, for the purpose of this RFP;
 - examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
 - satisfy itself as to the correctness and sufficiency of the RFP.



- Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with DM Ganjam or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to dm-ganjam@nic.in, No queries shall be entertained by DM Ganjam after the scheduled date and time mentioned in Bid schedule of the RFP.

29. CORRUPT OR FRAUDULENT PRACTICES

- 29.1 It is required by all concerned namely the Bidders/Successful Bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, DM Ganjam: -
- i. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - ii. will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by DM Ganjam if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- 29.2 DM Ganjam reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.”

30. CONFIDENTIALITY

- 30.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of DM Ganjam, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 30.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of DM Ganjam. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and DM Ganjam. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of



DM Ganjam or its successors or assignees, including work product prepared at DM's expense, for other clients of the Bidder without the prior written approval of DM Ganjam. The Bidder is not authorized to identify DM Ganjam as a client for the purposes of marketing or for advertising, without the prior written approval of DM Ganjam. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of DM or any copies thereof to DM Ganjam. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with DM without the prior written approval of DM Ganjam.

- 30.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by DM Ganjam and shall not be disclosed by DM Ganjam to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

**Collector & D.M.
Ganjam, Chhatrapur**



ANNEXURE 'I' - BID SUBMISSION FORM

To,

**District Magistrate, Ganjam,
Odisha**

Sub: "Hire agency for Design, Development, Implementation and Maintenance of e-grievance web portal and application development.

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by DM Ganjam, Odisha thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with DM Ganjam to hire an agency for Design, Development, Implementation and Maintenance of e-grievance web portal and application development as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with DM, Ganjam for the aforesaid Project.
4. I/We shall make available to DM, Ganjam any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the DM, Ganjam to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for a subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that DM, Ganjam shall be entitled to forfeit the EMD of performance security without protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we understand that DM, Ganjam may cancel the Selection Process at any time and that DM neither bound to accept any Proposal that DM, Ganjam may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy



of Power of Attorney/Board Resolution is enclosed)

10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by DM, Ganjam;
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with DM, Ganjam or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of DM, Ganjam. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of
the authorized signatory)
(Name and seal of the Bidder)



POWER OF ATTORNEY (SAMPLE) (Note- Board resolution in case of company)

Know all men by these presents, we, _____ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with DM, Ganjam including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to DM, Ganjam, representing us in all matters before DM, Ganjam, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DM, Ganjam in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with DM, Ganjam.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2023.

For
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.



ANNEXURE 'II' - ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Purchaser/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c)..... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, Copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.



ANNEXURE 'III' - LIST OF CLIENTS

Details of major projects successfully completed executed during the last 10 years

Sl. No.	Client Details: Name, Postal Address, email and Phone	Criterion of Selection	Description of Project (Including Modules Implemented)	Cost of Project (Rupees in Crores)	Dates of			Current Status of Project
					Award of Work	Scheduled Completion	Actual Completion	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Note:

- (1) The list of Projects shall be compiled ONLY as per the above format.
- (2) Copies should be provided of supporting documents (in the form of self-attested certificates, agreements, appointment orders, contract and certification provided by the Clients).
- (3) Where currency conversion is used, specify the exchange rate and the date of exchange rate.



ANNEXURE 'IV' - TURNOVER

Detail of Turnover in Last 3 Years of Applicant Company
OR
by Lead bidder of Applicant Consortium
(Please attach Proof of Financial Statement certified by Auditor)

S. NO.	FINANCIAL YEAR	Turnover (Rupees in Crores)	Remarks if any
1.	2019-20		
2.	2020-21		
3.	2021-22		

Certificate from the Statutory Auditor

This is to certify that the average turnover of the bidder from in the last three years is Rs _____ . (In words)

Name of the audit firm: Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case an audit of the firm for the FY 2022-23 is pending, provisional accounts certified by CA may be considered. Audited accounts and reports prior to 2017-18 will not be accepted.



ANNEXURE 'V' - CVs OF TEAM MEMBERS

Team Members employed by Applicant Company,
OR
by each Constituent Member of Applicant Consortium Company
Key professional Team Members in indicated categories

Sl. No.	Specialization of Team Member	No. of resources	Experience		
			> 15 Years	7 - 15 Years	1 - 7 Years
1	Technical Architect				
2	Project Manager				
3	Programmer				
4	Business / System Analyst				
5	User Interface Programmers				
6	Software Test Engineer				
7	User Interface Wireframe Designers				
8	Cloud deployment Dev Operation				
9	Other				

Note:

1. The above fields of specialization are indicative. Applicant Company may add additional fields of specialization as per their experience.
2. The CV (Annexure VI) shall be of a maximum of two pages for each main Team Member and Key Expert.
- 3.



ANNEXURE 'VI' - FORMAT FOR CV

Name of Firm:	
Name of Professional:	
Position:	
Date of Birth:	
Country of Citizenship/Residence:	

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:

Employment Record

Name of Organization	Position Held	Duration

Total Work Experience (Relevant) (in years)

Brief Write-up of overall experience:

Work Experience:

Detailed Tasks Assigned	Reference to Prior Work/Assignments that Best Illustrates Work Experience
	Name of Assignment: Year: Client: Project Details: Main project features: Position Held: Activities performed:



ANNEXURE 'VII' - UNDERTAKING OF CORRECTNESS OF INFORMATION

Undertaking by Authorized Representative of
Applicant Company or Applicant Consortium Company

I hereby certify that:

1. All the information furnished above are true and correct to the best of my knowledge;
2. I have no objection to District Magistrate verifying any or all the information furnished in this document with the concerned authorities, if necessary; and
3. I have read and understood the requirements, scope of work, all terms and conditions indicated in the EOI document, and accepted all of them as stated.

Signature of Authorized
Representative on behalf of **Applicant Company**

A handwritten signature in black ink, featuring a large, stylized initial 'J' followed by a cursive flourish.

ANNEXURE 'VIII'- DECLARATION OF NON BLACKLISTING /DEBARRING

To be executed by the Applicant Company or Applicant Consortium Company on Rs.10 Non-Judicial Stamp paper and attested by Public Notary or Executive Magistrate

I..... (Authorized Represented of the Applicant Company) hereby declared that: -

- 1) The Applicant Company, Namely M/s..... has NOT been blacklisted or debarred in the past by Government of India, Government of any State/UT in India or any Organization from taking part in Government Tenders, Projects in India; and
- 2) The Applicant Company has no ongoing litigation in this regard in any of the Court(s).

OR

I..... (Authorized Represented of the Applicant Company) hereby declared that: -

- 1) The Applicant Company, Namely M/s..... was **blacklisted** or **debarred** by Government of India, Government funded organization, State/UT in India or any Organization from taking part in Government Tenders for a period of....., with effect from.....to.....
- 2) The period is over on....., and now the company is entitled to take part in Government tender/ Award of projects:
- 3) In case the above information is found to be false, I am fully aware that the RFP submitted by the Company will be rejected or canceled by Director, IIT Jodhpur, and EMD shall be forfeited; in such cases, District Magistrate, will not be responsible to pay the bills for any completed or partially completed work.

DEPONENT
(Signature of Authorized
Representative on behalf of
Applicant Company)

Attested

PUBLIC NOTARY, or EXECUTIVE MAGISTRATE

Name :
Address :
Date :
Place :
Seal or Stamp :



**ANNEXURE 'IX' - FORMAT for SUBMITTING BANK GUARANTEE as
EARNEST MONEY DEPOSIT**

Name of Applicant Company Submitting RFP:

To,
CDO-cum-EO, ZP, Ganjam, Chatrapur

WHEREAS..... (Name and Address of Applicant Company) (hereinafter called *the Company*) has undertaken, in pursuance of Call for RFP No.:.... (dated ____ issued by District Magistrate) for *Development, Implementation and Maintenance of eGovernance System* for District Magistrate (hereinafter called *the Contract*).

AND WHEREAS it has been stipulated by District Magistrate in the said Contract that the Company shall furnish a Bank Guarantee of a *Scheduled Commercial Bank* recognized by District Magistrate for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS the Bank agrees to give the Company such a bank guarantee;
NOW THEREFORE, the Bank affirms that the Bank hereby:

- 1) Stands as a Guarantor and shall be responsible to District Magistrate, on behalf of the Applicant Company, up to a total of Rs.....the Rupees _____);
- 2) Undertakes to pay District Magistrate, upon your first written demand declaring the Applicant Company to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. _____ (Rupees _____) as aforesaid, without District Magistrate needing to prove or to show grounds or reasons for its demand or the sum specified therein;
- 3) Waives the necessity of District Magistrate demanding the said debt from the Applicant Company before presenting to the Bank with the demand; and
- 4) Agrees 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 District Magistrate and the Applicant Company, shall in any way release the Bank from any liability under this guarantee, and waives the notice of any such change, addition or modification.

This guarantee shall be valid until the day of the Month of 20..... .

Signature of Authorized Officer of the

Bank Name _____

Designation _____

Seal with Name & Address of the Bank
along with address of the Branch of the Bank



ANNEXURE 'X' -INSTRUCTIONS FOR BID SUBMISSION

1. Tender document including terms & Conditions of work shall be downloaded from website may be obtained at: ganjam.nic.in.
2. The offer should strictly adhere to the prescribed format so as to facilitate the District Magistrate, Ganjam to consider and evaluate them properly. Any changes in the format may cause rejection of the bid.
3. Bidders should consider corrigendum/amendment/modification published on the tender document before submitting their bids.
4. All the pages of the bid should be signed by an authorized person of the agency.
5. Bids should reach the office before the last date/time of receipt of tender.
6. Bids received after the due date will not be considered under any circumstances.
7. Bidder should submit the tender in the sealed envelope under two bids system viz. (i) Technical Bid (ii) Financial bid.
8. Bidder should submit Technical Bid along with relevant documents and Financial Bid in two separate sealed envelopes superscribed as: "Technical bid" and "Financial Bid".
9. No bids will be accepted over mail, or through any mode. Bid will be accepted only in offline mode.
10. Both Bids should be put together in a separate sealed cover indicating "tender for **DESIGN, DEVELOPMENT, IMPLEMENTATION & MAINTENANCE OF AN E-GOVERNANCE SYSTEM THROUGH A WEB PORTAL & A MOBILE APPLICATION**", the tender reference number, Bidder's name and sent to:

To,
CDO-cum-EO, Zilla Parishad,
Ganjam, Chatrapur
PIN- 761020



‘ANNEXURE XI’ - INDICATIVE SCOPE OF WORK

The District Magistrate, Ganjam (hereafter referred as “District Magistrate, Ganjam” or Purchaser/ User Department) invites Offline Bids from agencies/vendors having sufficient experience and credentials for Design, Development, Implementation and Maintenance of an e-grievances web portal system and a mobile application for District Magistrate, Ganjam.

The current population of Ganjam is approximately 355,823 (census - xx). The District Administration wants to bring excellence in public service delivery and to redress grievances of citizens in a meaningful method by effectively coordinating with different Departments of the Government and tries to eliminate the causes of grievances through the e-grievance web portal and mobile application. The system will provide the citizens with a platform for redress of their grievances. Anyone with any kind of grievance related to any Government organization in the district, may lodge his/her grievance here which will go to the District Administrative concerned for immediate redress.

Key components of the Grievance web portal and mobile application (or mobile app) system have been provided below.

The Grievance system Web Portal and Mobile Application: The idea is to make the web portal and the mobile application very simple and user friendly so that anyone and everyone even without being technically knowledgeable can use this to the best of his/her benefits.

1. Deliverables

- A. Wire-frame of web-portal and mobile application in Figma
- B. Web-portal and mobile application as per agreed scope in this RFP
- C. Cloud Hosting for User Acceptance Testing
- D. User training and implementation (including gathering master data and facilitating User acceptance testing)
- E. Cloud Hosting and maintenance of the web-portal and mobile application post-live for 12 months

2. Features of the Application

A. Key features for the home page of web portal

- i. Home page will have a Banner with a scrolling image or a video.
- ii. Vendor needs to send THREE new custom designs to choose the final ONE
- iii. Navigation bar
- iv. Enquiry Form:



1. Enquiry button and a form to send grievance : Grievance enquiry form will have Name, phone number, address, departments and the grievance text box, a field to upload multiple images.
2. Mobile number verification through OTP (One Time Password) - To send enquiry, the user is supposed to register the phone number and the number will be verified through OTP verification.
3. All fields should be non-mandatory other than phone number and location. User has to fill up only grievances notes and be able to submit the form. The enquiry should be received at the back-end of the portal
4. The enquiry should be received in the respective department based on the keywords entered in the grievance notes.
5. The portal should be able to sort the grievance inquiries by departments through Artificial Intelligence.

- v. "Track enquiry" option to track grievance status in the back-end.
- vi. On-line Chat option
- vii. Search option by service/category
- viii. Registration form - A user should be automatically created with the phone number registration.
- ix. Log-in module to sign-in and get it to the user dashboard.
- x. The entire web portal will be Responsive
- xi. Mobile Application for the entire web portal
- xii. Labels in Bi-lingual (Odia and English.) Transaction and master data entry in English
- xiii. Mobile number verification through OTP(ONE time password)
- xiv. Update notification/news

B. Master data and System Admin features:

- i. Capture details of a user (of the data added in the registration form) who wants to report his/her grievances by the keywords and sort it by appropriate department.
- ii. Admin should be able to add unlimited Content Pages
- iii. The phone number will be verified through a text message system.
- iv. All the basic details, including contact details, to be captured. The details will be saved in the database.
- v. There will be THREE types of users and Logins
 1. The user who reports his grievances through portal
 2. Back-end portal users(employees, members who will be addressing the grievances, members who will be tracking the grievances)
 3. Master Admin



C. Portal members Registration:

The members will be assigned with a role as per the departments. Each department can have multiple roles and each role can have multiple members.

D. Roles and Permissions:

Each member will have a defined role. Permission of the features/functions will be assigned to each role to view or edit the functionalities in the user dashboard. Main admin can manage the roles and permission from the back-end of the portal.

E. Categories of Grievances/Assessment of Grievance inquiries:

- i. The Grievance will be sorted out automatically and assigned to the respective department by picking up the keywords from the grievance text of the enquiry.
- ii. Categorization will be done as per the keywords of the enquiry.
- iii. If ONE enquiry is assigned to multiple departments then the respective department's admin user will send the enquiry back to the admin. After careful evaluation of the enquiry, the admin can categorize the enquiry again.
- iv. Assignment of the grievances to the concerned department will be done automatically by keywords and using artificial intelligence.
- v. Handling incorrect department assignment: If the enquiry lands in an incorrect department, the user can assign it back to the main admin for the admin to transfer it to the accurate department.
- vi. Action on the enquiry: The assigned user needs to respond to the enquiry in an assigned time period. And update the enquiry status
- vii. Categorizing the source of the enquiry:
Inside the admin, the source of the complaint will be segregated. The enquiry coming from whatsapp or twitter or or app, will get into the respective categories.

F. Status Update:

- i. THREE levels of priority
- ii. Immediate action (the grievance which can be resolved in 1 to 7 days, Medium term(1 week to 3 month), long term(over 3 months
- iii. Each enquiry needs to be updated with the above status.
- iv. With each status update, the user gets a notification to log in to his dashboard portal and check the status of enquiry. If he is not satisfied with the response, he can resubmit the enquiry and the enquiry status re-opens automatically.

G. Notification:

- i. Notification to the citizens with every status update of the enquiry.
- ii. To the back-end portal users of the respective departments with every enquiry submission.



- iii. To the administrator with every status update of the enquiry, department transfer and any sort of activity set up.
 - iv. Push notification: To create any kind of notification for the front-end(website front page) or the back-end users by the administrator.
 - v. Notifications should be sent via sms as well as emails.
- H. Tracking for citizens, district administration and department heads:
- i. The district administration and department heads will be able to track the status of the grievances by
 - 1. Number of grievances by a specific time period(date, day, weeks, months)
 - 2. By the numbers of grievances in each status
 - 3. By location
 - 4. By Departments : which department received the maximum numbers in a specific time period.
 - 5. By re-assignments: which department has maximum number of enquiry transfers
 - ii. The citizen can also track the status of their requests and update the status to reopen it if they are not satisfied by the resolution.
- I. Value added features for district administration and department users
- i. Reopening and Escalation of a grievance request:
After the 1st response of the request from the department admin, if the end user(the one who raised the request) is not satisfied with the resolution, then he/she can reopen the request. The 1st time reopening of the request will go to the sub-collector's dashboard directly. He will take action on this. If still the end user is not satisfied, he can re-open the request 2nd time and this time the request will land up in the collector's dashboard.
 - ii. E-Notice through text:
All e-notifications will go to the admin user's text messages with a link to the respective request. Once clicking on the request the web-app will open with that specific request details.
 - iii. Before-After picture:
The person from the admin site who goes to the location to fix a problem, should be able to take a picture and upload in the portal as before and after the situation. This will be used as a proof that the work got done.
 - iv. Image Upload :
The end user can upload his/her grievances by images as well. Can take a picture of a writing and upload it while submitting this form. Admin will receive it as an image.
 - v. What's app integration to raise requests through that.
 - vi. Twitter integration :
All tagged grievances will come to this section. If the twitter handle of the grievance redressal cell or administration department is tagged in twitter by any user, that will land up in the portal.



J. Dashboard:

- i. 5-10 pre designed reports/infographics for district administration and department heads
- ii. 3-4/infographics reports for department users to see their work allocation and status
- iii. District administration and department heads dashboards will have a list of Deviation list to enable action
- iv. Dashboard to be in mobile application also

2. Deployment

A. Development and UAT

- i. Cloud infrastructure at the cost of the vendor. Cloud for both development and production

B. Technology - to be used is as below

- i. Responsive web-application
- ii. Front end / UI – Figma
- iii. Web Server - Cloud hosting
- iv. Mobile App: Native/Flutter

3. User training and implementation

- i. Getting master data from district administration
- ii. Migrating data
- iii. User training (15-20 users)
- iv. Remote/telephonic support to users (for 6 months)

4. Hosting

- v. Host the application in a cloud server for testing
- vi. Host the application in a cloud server for production for 12 months
- vii. SSL license for the 1st year and SSL integration (note: domain name will be purchased and provided by the district administration)
- viii. Note post 12 months the district administration reserves the right to take hosting services from the vendor (at extra costs) or use their own facilities

5. Salient Feature

- i. The complete mobile application prototype/wireframe needs to be presented (using the tool Figma) for sign-off of the mobile application screens
- ii. The web application's user interface needs to be separately designed and user interaction flow needs to be presented in Figma before getting started with the functionality.



ANNEXURE 'XII' - [PRICE BID FORMAT]

Sl no.	Component	Price in INR	GST	Total Price
1	Software/Mobile app design, development, implementation and hosting, as per the scope			
2	Any Other(please specify)			
	Total			

The total price in words(including taxes) is : _____

Signature & Seal of the bidder.

