



**Request for Proposal (RFP) for  
Selection of Software Development  
Agency at Patna Smart City Limited**

**PATNA Smart City Limited**

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[www.smartpatna.co.in](http://www.smartpatna.co.in)

## **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

### **DISCLAIMER:**

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

Patna smart City Limited (PSCL) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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 anyway in this subject.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Sd/-  
**Patna Smart City  
Managing Director**

**Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

**NIT No: 08/MD/PSCL/2019**

**Date: 22/05/2019**

Details of schedule for the bid are given below:- RFP document shall be available on website: [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) For Queries & Clarifications, send e-mail to: [pscl-bih@gov.in](mailto:pscl-bih@gov.in)

Sl.	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	18/06/2019 (10.00Hrs.) Till 05/07/2019 (14:00Hrs) ( <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )
2	Last date for submission of Bids (online) and hard copy.	05/07/2019 Till 15.00 Hrs.
3	Opening of Bids	05/07/2019 At 16:00 Hrs
4	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
5.	Cost of Bidding Document(Tender Fee)	Tender Fee Rs 5,000 ( Non Refundable) to be paid through Demand Draft (DD) in favour of "The Managing Director, Patna Smart City Limited" payable at Patna.
6.	EMD	Rs 1,00,000 (One Lakhs only) (Refundable) in the form of Bank Guarantee (BG) or Demand Draft

**-Sd/-**

**Managing Director,**

**Patna Smart City Limited**

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### **Instructions for Online Bid Submission**

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
2. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164”. Vendor may visit [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
3. Detailed N.I.T can be seen of website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
4. PSCL will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
6. For participating in e-tendering process, the agency shall have to get themselves registered to get user ID, Password and digital signature. This will enable them to access the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and download/participate in e-tender.
7. Those who are not registered in e-tendering systems, they may contact “e- Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna- 800001, Contact No: 0612-2523006; 7542028164 ” for registration.
8. PSCL, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
9. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
11. In the unlikely event of the server for [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same.
13. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
14. The bidders must upload single click PDF file for technical proposal and each page should be signed by authorized representative of the agency.
15. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical

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16. In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's consent to an extension of the period of validity.
17. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
18. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
19. Corrigendum/ Addendum, if any, will be published on the website itself.
20. Bidder should submit the Tender Fee, EMD and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
21. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
22. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
23. A bid processing fee of 1,180 (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of beltron.
24. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

## **INTRODUCTION**

Patna Smart City Limited (PSCL) is a special purpose vehicle incorporated under the Companies Act, 2013. It looks after planning, appraisal, approval, fund releasing, implementation, management, operation, monitoring and evaluation of the Patna Smart City Development projects.

Patna Municipal Corporation (PMC) And Urban Development & Housing Department, Government of Bihar is its promoters with 50:50 equity shareholdings. It is a functionally autonomous body and derives functional and operational powers from Patna Nagar Nigam (PNN) and Government of Bihar separately and directly through relevant Executive Order(s) and will operate within the over-reaching legal provisions under the Bihar Municipal Act, 2007, which empowers the PNN to delegate powers in an accountable manner.

The PSCL board comprise of Chairperson (Divisional Commissioner ,Patna Division), Managing Director (Municipal Commissioner of PNN), CEO, 5 Director Nominee from Central/State Government), 2 Independent Director on rotation (From data bank of Ministry Of Corporate Affairs). 1 out of 5 Positions for Director will be reserved for Women (As per Sec 149 of The Companies Act 2013).

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### **INSTRUCTIONS TO CONSULTANTS**

Patna smart City Limited intends to hire an Software Development Agency at Patna smart city. The Agency shall perform the activities in accordance with the Terms of Reference specified in Schedule-1 (the "TOR").

### **Amendments of, and Supplements to, Clauses in the Instruction to Consultants**

#### **Definitions**

- (a) "PSCL" means Patna Smart City Limited.
- (b) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (c) "Consultant" means any private or public entity including a Joint Venture that will provide the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents and the Appendices.
- (e) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) "Day" means calendar day.
- (g) "Government" means the Government of Bihar.
- (h) "Instructions to Consultants" means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (j) "LCS" means Least Cost Selection.
- (k) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (l) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- (m) "Proposal" means a technical proposal or a financial proposal, or both.
- (n) "QCBS" means Quality- and Cost-Based Selection.
- (o) "RFP" means this Request for Proposal.
- (p) "Services" means the work to be performed pursuant to the Contract.
- (q) "SSS" means Single Source Selection.
- (r) "Standard Electronic Means" includes facsimile and email transmissions.
- (s) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (t) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

# **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

## **1. Objective**

Smart City Mission is the Government of India initiative to equip 100 cities of the country with core infrastructure and upgrade the quality of life by harnessing information and communication technologies in service delivery and resource consumption. Prime Minister Narendra Modi Launched "100 Smart Cities Mission" on 25 June 2015.

It envisions developing an area within 100 cities of the country as 'lighthouse area' or 'model area' which is citizen friendly, has decent and sustainable environment and providing opportunities for economic growth. The idea is to motivate nearby cities, town and even other parts of the selected city to replicate the model area.

Currently most of the activities are performed manually in the conventional manner which is a time-consuming activity. The huge amount of time and human efforts are invested in manual environment which results in delays at different stages of project which directly impact the entire project life cycle.

PSCL aims to make effective use of ICT and better deliver its project management services to the stakeholders and at the same time assist the policymakers to design effective plans and policies to better facilitate the stakeholders of this service.

## **2. Scope of Work:** Scope of work will be according to Terms of Reference (ToR).

## **3. Duration of the Assignment**

The duration of assignment for satisfactory performance of the services the contract will be One year from the date of signing of contract agreement.

Notwithstanding anything contained herein above, PSCL reserves the right to extend the tender for further period of 2 years for maintenance of software on the additional fee calculated according to rate quoted for component-2 Maintenance of software in financial bid.

## **4. Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

## **5. Sale of RFP Document**

RFP document can be downloaded from the website of **[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)**. However, the bids of only those Applicant shall be considered for evaluation who have made payment of Rs 5,000/- (Rs FIVE thousand only) for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee of Rs 5,000/- (Rs. FIVE thousand only) is Non Refundable and is to be paid through Demand Draft (DD) in favor of "Patna Smart City Limited" payable at Patna.



Sl.	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	18.06.2019 (10:00Hrs) till 05.07.2019 (14:00Hrs) (www.eproc.bihar.gov.in)
2	Last date for submission of Bids (online) and hard copy.	05-07-2019 Till 15.00 Hrs.
3	Opening of Bids	05-07-2019 At 16:00 Hrs
4	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
5.	Cost of Bidding Document(Tender Fee)	Tender Fee Rs 5,000 ( Non Refundable) to be paid through Demand Draft (DD) in favor of "Patna Smart City Limited" payable at Patna.
6.	EMD	Rs 1,00,000 (One Lakhs only) (Refundable) in the form of Bank Guarantee (BG) /DD in the name of "Patna Smart City Limited".

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### **e. Official Contact for the proposal**

All communications including the submission of Proposal should be addressed to:  
Managing Director,  
Patna Smart City Limited  
Address: 2<sup>nd</sup> Floor, Maurya Lok, Patna, PIN: 800001  
Email: [Pscl-bih@gov.in](mailto:Pscl-bih@gov.in), Mobile:9304942361

The **Official Website** for submission of online Bid is:

**<http://www.eproc.bihar.gov.in>**

(Under Department name of Patna Smart City Limited)

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: **RFP Notice No. (*as per brief NIT*) for Appointment of Software Development Agency at Patna Smart City Limited.**

**INSTRUCTIONS TO APPLICANT****GENERAL: Scope of Proposal**

Sl. No	Basic Requirement	Specific Requirement	Supporting Evidence
1	Legal Entity	The Bidder must be a company in India, registered under the Companies Act 1956. The Bidder should have experience of at least 5 years.	Copy of certificate of Incorporation
2	Financial Turnover	Bidder should have average annual turnover of Rs. 10 Crore or more for the last 3 financial years (2017-18, 2016-17 and 2015-16)	Audited Financial Statements
3	Certifications	The Bidder / Lead Bidder should have a valid ISO 9001-2008 and 27001 certification or SEI CMMI Level 3 or higher certification.	Copy of certificates
4	Technical Capacity	(1) Bidder should have project experience of successful completion of at least 3 projects each of value Rs. 10 Lakhs or above (2) Bidder should have similar experience of successful completion of at least 2 projects in PSU/Government Departments. (3) The Bidder should have the experience of developing at least one website/web portal application with content management ability involving a minimum of 500 users being able to change or modify content of different parts of the website/web portal.	(1) Copy of Work Order/ Allotment Letter/ Work Completion Certificate
5	Tax Registrations	Bidder should have valid documentary proof of PAN and GST Registration, PF registration number.	Copy of registration certificates
6	Undertaking	The bidder :- (1) Should not have been blacklisted by any state/Central Government Department or Central / State PSUs as on bid submission date. (2) Should not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;	Self-Attested undertaking on bidders Letter Head
7	Presence in Bihar	Agency must have its presence in the Bihar as Branch Office OR having experience in at least one government project at Bihar in last three years.	Documantry proof- Agreement OR Work order should be submitted with bid.
It should be noted that agencies which are currently working with Patna Smart City Limited and their payment is processed by PSCL than they will not be eligible to apply for this tender.			

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this assignment are specified in this RFP. In case an applicant possesses the

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requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (as the “Sole Firm”) . **No consortium or JV of firms is allowed in response to this invitation.** The term applicant (the “Applicant”) means the Sole entity or single Firm bidding for this RFP.

Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority as specified in this RFP.

### Conditions of Eligibility of Applicants and Evaluation Method

- Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
- For verification of information submitted by the Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders references, if desired.
- For calculating the Technical Score (TS) the individual scores, as per respective weightage specified above, will be summed up. **In order to qualify technically, bidders must secure minimum Technical score of 700 in order for them to move to financial evaluation round.**
- The bidders who achieve the minimum cutoff marks of 700 or more will qualify technically and their bid will be eligible for financial evaluation Example:
- Bidders Technical Score: Qualified/Non-Qualified bids:

Bidder 1	788	Qualified
Bidder 2	699	Non-Qualified
Bidder 3	700	Qualified

**Note:** Only technically qualified Proposals (70% & above) shall be considered for Financial bid Opening

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**Technical Evaluation of Proposals:** It will be carried as below:

Sl. No	Evaluation Criteria	Marking Pattern	Max Points
1	<b>General Experience of the Firm</b>	(i) Up to 5 Years- 0 Marks (ii) More than 5 year but up to 15 Years-25 Marks (iii) More than 15 years but up to 25 years-50 Marks (iv) More than 25 Years-100 Marks	100
2	<b>Turnover of the Bidder</b> Average Annual Turnover of the bidder should be more than 10 Crore	(v) Up to 10 Crores- 0 Marks (vi) More than 10 but up to 20 Cr- 25 Marks (vii) More than 20 but up to 25 Cr- 50 Marks (viii) More than 25 Crore- 100 Marks	100
3	<b>Presentation in Hard Copy</b>		
	Demonstrate firm's capability in software development: <b>PPT Should be submitted</b>	Bidders shall Submit a presentation covering the below mentioned parameters: (i) Approach and Methodology- 40 (ii) Risk Mitigation Strategy and Plan- 40 (iii) Team Deployment and Retention Plan- 40 (iv) Matrices and Templates for Work Management, User Management, Measurement Books, RA Bill Management, Property Tax Management, Document Management and other facilities as per ToR- 1- 80	200
4	<b>Firms Experience</b>		
	Bidder should have project experience of successful completion of at least 3 projects each of value Rs. 10 Lakhs or above.	(i) At least 3 projects- 15 Marks (ii) More than 3 but up to 5 projects- 25 Marks (iii) More than 5 projects- 50 Marks	50
	Bidder should have project experience of successful completion of at least 2 projects in PSUs/Govt. Undertaking	(i) At least 1 projects- 15 Marks (ii) More than 1 but up to 3 projects- 25 Marks (iii) More than 3 projects- 50 Marks	50
	The Bidder should have the experience of developing at least one website/portal application with content management ability involving a minimum of 500 users being able to change or modify content of different parts of the website/web portal.	(i) Involving 500-750 Users – 25 Marks (ii) Involving 750-1000 Users- 50 Marks (iii) Involving more than 1000 Users - 100	100
	Experience of the agency in implementation of e-bill in same pattern at ULBs/ government client/ other big infrastructure private party	(i) At least 1 projects- 25 Marks (ii) More than 1 but up to 3 projects- 50 Marks (iii) More than 3 projects- 100 Marks	100
	Experience of the agency in Advisory/Consultancy to Govt. Departments	(i) At least 1 projects- 25 Marks (ii) More than 1 but up to 3 projects- 50 Marks (iii) More than 3 projects- 100 Marks	100
	<b>Presentation of POC and DEMO</b>		200

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### Evaluation of Financial Proposal

(a)

All the technically qualified bidders will be notified to participate in Financial Bid on notified date and reviewed to determine whether the financial bid are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified at Patna smart city's discretion.

(b) The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.

(c) The Eligible Bidder would be given marks on the basis of their Understanding of the project plan.

(d) The weight-age for Financial Proposal and Technical Proposal has been given 20% and 80% respectively.

(e) The Financial Proposals shall be given scores as follows:

$$Pf = 100 \times Fm/F$$

Where:

Pf is Financial Score, Fm is the Lowest Bid Price, F is the price of the proposal under consideration

(f) The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Composite Score} = (Pf \times 0.2) + (Pt \times 0.8),$$

Where:

Pt is the Technical Score of the proposal under consideration

(g) The Eligible Agency/Agencies getting highest marks would be declared Successful.

### Conflict of Interest

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

The Authority requires that the Agency provides professional, objective, and consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

An Applicant eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or works or services related to the implementation of any other PSCL Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (Two) years from the completion of this assignment.

**Number of Proposals**

No Applicant shall submit more than one Application for the Consultancy.

**Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

**Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting Patna Smart city Limited and collection of site data required if any.

**Acknowledgement by Applicant**

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;
- (d) satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the agency.

**Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of Clause of RFP, the Authority reserves the right to reject any Proposal if:

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(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the R1 ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

### **D. DOCUMENTS**

#### **a. Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment if issued subsequently:

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

### **Schedules**

#### **1 Terms of Reference**

#### **2 Appendices**

##### **Appendix-I: Technical Proposal**

- Letter of Proposal
- Particulars of the Applicant, Organization Details and Experience
- Comments on ToR
- Power of Attorney
- Description of Approach, Methodology, and Work plan
- Team Details
- Format of CV
- Blacklisting Declaration



**Appendix – II: Financial Proposal**

Form 1: Covering Letter

Form 2: Financial Proposal

**b. Clarifications**

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearly bear the following identification:

**"Queries concerning RFP for Appointment of Agency for Software Development at Patna Smart City limited"**

- i. The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official eprocurement Website ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)).
- ii. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

**c. Amendment of RFP**

- (i) At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.
- (ii) All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants. amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

**B. PREPARATION AND SUBMISSION OF PROPOSAL**

**d. Language**

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

**e. Format and signing of Proposal**

- (i) The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.
- (ii) The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.
- (iii) The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Partner/Director OR duly authorised representative who has holding the Power of Attorney on letter head of agency.
- (iv) Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material.

**f. Technical Proposal**

- (i) Applicants shall submit the digitally signed technical proposal online at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) in the formats at Appendix-I (the "Technical Proposal") and shall also submit the proposal in physical form at the address mentioned in RFP in original on or before the date and time mentioned in this RFP.
- (ii) While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
  - (a) The Bid Security is submitted as per the provisions laid down in this RFP.
  - (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (c) Power of attorney, if applicable, is executed as per Applicable Laws;
- (iii) Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable to be rejected.
- (iv) The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- (v) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

### **g. Financial Proposal**

- (i) The Financial Proposal shall be submitted online only and in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for providing Financial Consultancy services to PSCL as per scope given in this RFP.
- (iii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (iv) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
- (v) Costs shall be expressed in INR only.

### **h. Submission of Proposal**

- (i) The Applicants shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted online only as mentioned. The applicants shall submit the Technical Proposal in hardbound or spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this RFP. In case the Proposals are submitted online and the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.
- (ii) The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) duly digitally signed. The financial Proposal shall be submitted online only.
- (iii) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- (iv) The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

### **i. Proposal Due Date**

## **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

- (i) Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in this RFP in the manner and form as detailed.
- (ii) The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

### **j. Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

### **k. Bid Security**

- (i) The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1, 00,000 (Rupees One Lakh) (Refundable) payable in the form of Bank Guarantee (BG)/DD in the name of Patna Smart City Limited valid till bid validity. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- (ii) In the event that the first ranked Applicant commences the assignment as required the Authority shall return the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting Performance Bank.
- (iii) Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- (iv) The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- (v) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
  - (a) If an Applicant engages in any of the Prohibited Practices;
  - (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
  - (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
  - (e) If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

### **l. Performance Security**

After award of assignment selected agency will submit 5% of the Annual Contract Value as Performance security in form of BG in the favour of Patna Smart City Limited for one year.

## **C. EVALUATION PROCESS**

### **m. Evaluation of Proposals**

- (i) The Authority shall open the Proposals on the PDD. The envelopes marked “Technical Proposal” shall be opened first.
- (ii) Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
  - (a) the Technical Proposal is received in the form specified;
  - (b) it is received by the PDD including any extension thereof;
  - (c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in this RFP;
  - (d) it is accompanied by the Power of Attorney;
  - (e) it contains all the information (complete in all respects) as requested in the RFP;
  - (f) it does not contain any condition or qualification; and
  - (g) it is not non-responsive in terms hereof.
- (iii) The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- (iv) The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.
- (v) After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection based on the QCBS Method.
- (vi) Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- (vii) Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

### **n. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

### **o. Clarifications**

- (i) To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- (ii) If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **D. APPOINTMENT OF AGENCY**

### **p. Negotiations**

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of Personnel, understanding of the RFP, strategy and roadmap, methodology and quality of the work plan shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's and the applicant's authorised representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

### **q. Indemnity**

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency appointed.

### **r. Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 10 (Ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

### **s. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

### **t. Commencement of assignment**

The Agency shall commence the Services at the Project site within 14 (fourteen) days from the date of execution of Agreement or such other date as may be mutually

## **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

agreed. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant (L 2 ) for negotiations.

In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

### **u. Proprietary data**

Subject to the provisions of this RFP, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Consultancy shall be the property of the Authority.



### **3. CRITERIA FOR EVALUATION**

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

In the first stage, the Technical Proposal will be evaluated on the basis of eligibility criteria, Applicant's experience, its understanding of TOR, proposed methodology and Work Plan. Only those Applicants who are successful in this evaluation shall qualify for further consideration and financial opening.

The bidders are advised to submit valid work orders/Agreement with client along with proper work completion certificate against experience credentials. Only the bidder who achieves minimum of 700 marks during technical evaluation will be declared as qualified for financial evaluation.

#### **Evaluation of Financial Proposals**

All the applicant whose bids qualify the technical stage will be eligible for financial opening stage. The financial proposal will be opened at a predefined time and venue who qualify technical round. The bids will be evaluated as per QCBS selection basis. The bidders should clearly mention the total price as per scope of this RFP and should be in words and figures both inclusive of all taxes. In case of discrepancies in word and figure amount, the amount written in word shall be considered final.

### **4. FRAUD AND CORRUPT PRACTICES**

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the Authority under RFP hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of

## Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited

eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5 PRE-PROPOSAL/PRE-BID CONFERENCE**

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified in this RFP and within the stipulated time. A maximum of two representatives of each Applicant shall be allowed during the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6 MISCELLANEOUS**

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **SCHEDULES**

**SCHEDULE-1**

**APPOINTMENT OF AGENCY FOR SOFTWARE  
DEVELOPMENT AT PATNA SMART CITY LIMITED**

Terms of Reference (TOR) for  
Agency

# **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

## **Terms of Reference (TOR)**

### **1. Introduction**

Patna Smart City Limited (PSCL) is a special purpose vehicle incorporated under the Companies Act, 2013. It looks after planning, appraisal, approval, fund releasing, implementation, management, operation, monitoring and evaluation of the Patna Smart City Development projects.

Patna Municipal Corporation (PMC) And Urban Development & Housing Department, Government of Bihar are its promoters with 50:50 equity shareholdings. It is a functionally autonomous body and derive functional and operational powers from Patna Nagar Nigam (PNN) and Government of Bihar separately and directly through relevant Executive Order(s) and will operate within the over-reaching legal provisions under the Bihar Municipal Act, 2007, which empowers the PNN to delegate powers in an accountable manner.

Currently most of the activities are performed manually in the conventional manner which is a time-consuming activity. The huge amount of time and human efforts are invested in manual environment which results in delays at different stages of project which directly impact the entire project life cycle.

PSCL aims to make effective use of ICT and better deliver its project management services to the stakeholders and at the same time assist the policymakers to design effective plans and policies to better facilitate the stakeholders of this service.

**2. Objectives:** The main goals that the PSCL wants to achieve are:

- To improve the mechanism to provide information support to the higher authorities to monitor physical and financial progress of projects and insist the necessary administrative control.
- To improve the productivity and responsiveness of employees and reduce the cycle time/repetition of activities through introduction of ICT based processes such as workflow automation, database and knowledge store management and better communication mechanism.
- Automation of standard processes related to Construction Management to reduce paper based manual work.
- Improve and automation of payment and approval process of vendors and service provider's bills
- Helps in decision making - Checklists, access to precedents, acts, rules, and statutes will be readily available to user.
- Efficiency in creation, movement, tracking of works/contracts

PSCL is planning to implement e-Governance solution for automation of Measurement Book and Contractor/vendors/services providers (Excluding HR activities) billing Process related to PSCL projects. This contains following modules.

- Preparation of E- Measurement Book.
- Preparation of E- Billing (excluding HR activities)
- Physical and financial Monitoring of progress of work
- Module for uploadation of invoices of vendors and service provider by concerned department
- Online admin and technical approval of bills uploaded through above portal

### **3. Understanding Current Situation:**

## **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

### **3.1 An indicative approach toward construction work is given as below:**

- Junior engineer (JE) prepare the work estimate and take technical sanction from concerned authority
- Commissioner/ designated authority grant admin sanction
- MIC/ Commissioner/ appropriate authority approve financial part
- Tender called, party selection and agreement
- On given timeline, engineers prepare measurement book (MB), compare with estimate and SoR/BOQ and prepare voucher for payment (First RA Bill)
- Approval of variance by appropriate authority
- Concerned authority decided penalty as per agreement and other statutory deduction
- Payment disbursed.
- Second RA Bill/ Third RA Bill till Final Bill
- Completion certificate

PSCL wants to implement ***“e-project management software”*** so that construction/vendor/service provider related works can be done only from selection of party to till final payment and completion certificate with an IT tool, which can work parallel but with prescribed access credential and can comply with agreement term (will vary in each agreement) and comply with all procurement/ other norms applicable on such work (tend to change as per govt. notification) on all payment (Construction/ Procurement) where MB is required to prepare. IT tool should also have a **dashboard and mobile app** for real time updating and reporting.

## **4. Scope of Work**

The proposal includes 2 components of work to be executed:

- Component 1-** Providing of customized e-bill web tool and Definition & feature updating real time (off-site)
- Component 2-** Technical Support Service to maintain above component 1 in initial phase for 12 months

To complete above mentioned 1 Component of Scope of work 4 phases shall be covered-

### **A. Primary Phase:**

**Understanding of the requirement, field level visits, preparation of project documents, functional requirement study (FRS)**

Carry out the study of existing business process thoroughly and develop understanding on the exact requirement functional and operational mechanism to be developed and meeting with concerned officers for further analysis. This phase will include following activities

1. Field and office level visits to develop the understanding upon exact requirement
2. Prepare “As-is” and “To-be” situation, identify the gaps and undertake gap analysis

## **Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

3. Understand/assess input data and outputs/reporting requirements.
4. Collect all existing records/registers/forms concerned to construction/vendors/service providers ie. measurements books, pending bills, agreements, maps, and other reporting formats manual as well as softcopies maintained by client
5. Collect all existing records/registers/forms concerned to Taxes/Fees/User Charges imposed/collected by PSCL ie. Demand Register, Collection Registers, Shop rent registers, Self Assessment Forms, maps, collection receipts and other reporting formats/manuals as well as softcopies maintained by client.
6. Interact with concerned officials and review of existing system
7. Detailed study of requirement of application component and solutions
8. Prepare User Requirement Specification document.
9. Prepare functional requirement study (FRS) detaining functional and non-functional requirement.
10. Preparation of System Requirement Specifications (SRS)

### **B. Development of Software**

**Design and development of various applications modules offering functionalities in line with the user requirement, FRS, SRS etc and undertake following activities**

1. Collect, collate and create metadata for design of database, design application screens, forms, modules, connectors, reports generation tools and develop application as per finalised specification, FRS, SRS in Primary Phase
2. Software must has capability of generation of different types of reports, notifications, alerts, due date alerts, escalation alerts, list of work item as per contract (to be provided by contractor/to be provided by client), schedule of rates, and all other necessary feeds project wise.
3. The software must be developed to cater the requirement of monitoring of all ongoing development works and it must include following Main Process of
  - a. Preparation of Measurement Book
  - b. Preparation of RA Bill
4. The e-Module consisting of multiple role based user logins, who can work simultaneously. The users' roles are as below:-
  - 1) Commissioner
  - 2) Engineers
  - 3) Accounts Section
  - 4) Legal Section
  - 5) Auditors

### **C. Testing Phase**

**Testing of developed application majorly covering performance, security, load and integration testing and undertake the following activities:**

1. Prepare & submit Test Strategy, Test Plan and Test Cases to client (Must be approved by client)
2. Conduct testing of various components / modules of the developed application as per the directions and approval from client



## Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited

3. Execute and perform various application/ modules testing like performance, load, security, quality testing etc. with the help of tools like Load Runner, App Scan, Quality Centre etc.
4. Conduct User Acceptance Testing, identify and rectify developed application issues / errors / bugs reported during the testing / UAT up-to the satisfaction of PSCL..

### D. Deployment, configuration and GO-Live

1. Deploy and configure the developed application on the server as per approval received from Client
2. Post deployment of the application, the application development team shall monitor the performance of the application based on the application load / user traffic and make necessary modifications to enhance application performance. Team shall also undertake necessary corrective actions to resolve all the reported bugs to achieve Application Go Live.

**Component-2 Team Deployment:** Consultant will require deputing following team at PSCL office:

**1.1 For Software development:** A software may be developed at consultants own place but it will be customised and further amended at PSCL office as per requirement from time to time.

**1.2 For Maintenance of software:** After installation of software, following will be deputed at PSCL office for data migration, training to PSCL officials and handholding support for **at least 12 months**. Data has to be migrated within **three month** from the date of supply by PSCL.

SN	Position	Qualification & Experience	Nos.	Location
1	Project Manager	B Tech/ B.E in CS, IT, EE or Equivalent, MCA with 5 years experience	1	HQ
2	Database Specialist	B Tech/ B.E in CS, IT, EE or Equivalent, with certification like OCA-DBA/OCP-DBA/MCDBA with 3 years experience	1	HQ
3	Data Entry Operator	Grduate in any stream with 1 year experience in Govt. Sector	6	Any

**6. Deliverable, Timeliness & Payment Schedule:** Payment will be made based on output of the deliverable.

SN	Deliverable	Mode/Timeliness	% of Payment
<b>Cost Quoted for Software for Component No 1</b>			
1	User requirement Specification document, FRS and SRS	Approved Signed Hard Copy and Softcopy in PDF (Within One Month)	25%

**Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

2	Designing and development of various applications modules offering functionalities in line with the user requirement, FRS, SRS	Approved Signed Hard Copy and Softcopy in PDF of various inbuilt module, report generated, templates (Within three Month)	25%
3	Test Results (as per Approved Test to be conducted)	Approved Signed Hard Copy and Softcopy in PDF showing test results (Within four Month)	25%
4	Go-Live (Final Implementation and installation)	Installation of software at client place and server (Within Six Month)	25%
<b>Cost Quoted for Software in Component-2</b>			
Payment will be made on monthly instalments (Quoted Price/ Months) according to technical support services & attendance.			

**2. Complaints and Corrective Action**

Selected agency will be responsible to resolve any litigation of irregularity/illegal action of affairs of trusts on behalf of the client. He will be bound to give his response in writing to the client on any alleged irregular or illegal actions taken by the Agency within 7 days of receipt of such complain.

**3. Penalties for Non-Performance:** 1% of corresponding billed amount for delay of every week in corresponding deliverable will be charged subject to maximum 5%.

**4. Termination of Contract:** both party can terminate the contract after giving one month notice and arrive on nearest milestone and payment on mutual consent basis.

**Appendices: APPENDIX-I TECHNICAL PROPOSAL**

**Form-1: Letter of Proposal**

(On Applicant's letter head) (Date and Reference)

To,

.....

.....

**Sub:** Appointment of Agency for software development at Patna Smart City Limited

Dear Sir,

With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Selection of Agency for software development at Patna Smart city Limited** (the "Agency"). The proposal is unconditional and unqualified.

2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, 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.
6. I/We agree to keep this offer valid for 180 (One Hundred eighty Days) days from the PDD specified in the RFP.
7. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-I

**Form-2 : Particulars of the Applicant**

**FORM TECH-2A: Agency's Organization**

*[Provide here a brief (two pages) description of the background and organization of the Agency/Agencies for this assignment, with following summary sheet]*

Name of the Agency/Agencies	
Address of Registered Office of Agency/Agencies:	
Year of Formation:	
Annual Turnover* in last three years ( ₹ in Lakhs) FY 2015-16: FY 2016-17: FY 2017-18 Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed	
Net worth of Agency :	
Current Contract Commitments: ( ₹ in Lakhs	
Experience: Number of years: Total assignments: Assignments completed in last 3 years: Similar Assignments in last 3 years:	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	

**Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

## Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited

### **FORM TECH-2B: Agency's Experience**

*[The following information should be provided in the format below for each reference assignment for which your agencies, either individually as a corporate entity is legally contracted by the Employer stated below.]*

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Agencies/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start date (month/ year) :	Completion date (month/ year) :	Approx. Value of Services (in INR):
Name of Associated Company/Agencies, If Any:		No of Months of Professional Staff Provided by Associated Company/Agencies:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		
Relevancy to the RFP Scope:		

\*(Work order/LOA/ Certificate from Employer regarding experience should be furnished)

Use separate sheet for each Eligible Project.

Agencies Name:

Signature of Authorized Representative:

### **Form TECH-3: COMMENTS AND SUGGESTIONS ON TOR**

**Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

#### **A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

- 1.
- 2.

#### **B – On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client such as: administrative support, office space, local transportation, equipment, data, etc.]*

- 1.
- 2.

APPENDIX-I

Form-4

**Power of Attorney**

Know all men by these presents, We, ..... (name of agency and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised 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 and selection as Public Relation Agency for Patna Smart City Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised 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 Authorised 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 ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

.....

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

**APPENDIX-I**

**Form-5**

**DESCRIPTION OF METHODOLOGY, STRATEGY AND WORK APPROACH**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and work plan. Please explain your understanding of the objectives of the project as outlined in the section above, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output.



## Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited

## APPENDIX-I

Form-6

## TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INCORMATION

## Team Leader and Key Professionals

[illegible]

# Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited

## APPENDIX-I

### Form-7

#### **CURRICULAMVITAE (CV) FOR PROPOSED EXPERTS**

*[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]*

1. Proposed Position[only one candidate shall be nominated for each position]: \_\_\_\_\_
2. Name of Agency [Insert name of firm proposing the expert]: \_\_\_\_\_
3. Name of Expert [Insert full name]: \_\_\_\_\_
4. Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_
6. Membership of Professional Associations: \_\_\_\_\_
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: \_\_\_\_\_
- 7 Publication:[List of details of major technical reports /papers published in recognized national and international journals] \_\_\_\_\_
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_
10. Employment Record [Starting with present position, list in reversed order, every employment held. From [Year] to Year] \_\_\_\_\_

11A. Detailed Tasks Assigned [List all tasks to be performed under this assignment]	11B. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed under point11.] Name of assignment or project:Year: Location:_____ Client: Main project features: Positions held: Activities performed: _____
---	---

#### 12. Certification:

I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience and any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Day/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative: \_

**Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

APPENDIX-I

Form-8

**Declaration of Non-Blacklisting *(To be provided on the Company letter head)***

Declaration for Bidder:

To,

**Municipal Commissioner,**

Patna Smart city Limited,

Patna,

Bihar, India

Place

Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Agency for Software Development at Patna Smart City Limited.

Ref: RFP No. <<.....>> **dated** << .....>>

Dear Sir,

We confirm that our company or firm,\_\_\_\_,is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder) Printed Name

Designation

**Seal** Date: Place:

Business Address:

APPENDIX-II

**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Subject: Appointment of Agency for Software Development at Patna Smart City Limited.

Dear Sir,

I/We, ..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Agency for software development at Patna Smart City Limited as indicated above.

I/We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

**Request for Proposal (RFP) for Selection of Software Development Agency at Patna Smart city Limited**

**APPENDIX-II**

**Form-2**

**FORM FIN-2: SUMMARY BY COSTS**

**Project Title:** Selection of Agencies for providing Software Development services

<b>Sl No (1)</b>	<b>Particulars (2)</b>	<b>UoM (3)</b>	<b>No (4)</b>	<b>Total Amount 5= 3*4</b>
1	<b>Component 1:</b> Providing of customized e-bill web tool as per satisfaction of PSCL. and Definition & feature updation real time (off-site)	Unit	1	
2	<b>Component 2:</b> Technical experts (Form-3)	Month	12	
	<b>Total</b>			
	<b>Add:</b> GST on prevailing rates			
	<b>Gross Total</b>			

**Note:**

- Payment of Point No 1 for supply of software and installation thereof on client server and based on deliverable and timelines as mentioned in ToR.
- The consultant/bidder has to quote the rates inclusive of all taxes but at the time of evaluation of cost without GST will be considered.
- Once contract is awarded Client shall not be responsible for any other cost apart from the gross quoted rates with applicable GST.

**FORM FIN-3: SUMMARY OF COST OF COMPONENT-2**

<b>Sl No (1)</b>	<b>Positions (2)</b>	<b>Nos (3)</b>	<b>Rate Per Month Per Person (4)</b>	<b>Total Cost for One Month (5=3*4)</b>	<b>Total Cost for One Year 6= (5*12 Months)</b>
1					
2					