



Warehousing Development & Regulatory Authority

Request For Proposal (RFP)

For

Onboarding of Managed Service Provider for Design, Development, Implementation, Operation & Maintenance of WDRA Portal

Volume - I

Issued by

Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016



Document Version History

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List of Abbreviations

Abbreviations	Details
AMC	Annual Maintenance Contract
BOM	Bill of Materials
CISM	Certified Information Security Manager
CISSP	Certified Information Systems Security Professional
СММі	Capability Maturity Model Integration
CSQA	Certified Quality Software Analyst
COTS	Commercial Off the Shelf
CV	Curriculum Vitae
DD	Demand Draft
EMD	Earnest Money Deposit
GST	Goods and Services Tax
INR	Indian National Rupee
LLP	Limited Liability Partnership
WDRA	Warehousing Development and Regulatory Authority
MSA	Master Service Agreement
NWR	Negotiable Warehouse Receipt
0&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OPEX	Operating Expense
PBG	Performance Bank Guarantee
ΡΟΑ	Power of Attorney
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
SA	Software Agency
SI	System Integrator



Purpose and Structure of this document

Purpose of this RFP

The Purchaser intends to select a Managed Service Provider (MSP) to Design, Develop, Implement, Operate and Maintain the existing software Negotiable Warehouse Receipt (e-NWR) Portal and their enhancement named as WDRA Portal for the Warehousing Development and Regulatory Authority (WDRA) (herein referred to as the 'Purchaser'). In this RFP, the term 'Bidder' refers to an entity submitting a proposal to the Purchaser as a response to this RFP. The term 'Managed Service Provider' interchangeably read as 'Bidder' who would be contracted to Design, Develop, Implement, Operate and Maintain the WDRA portal (also referred to as 'the Project'), as per the terms and conditions specified in this RFP.

The content of this RFP has been detailed over a set of three volumes as explained below:

Volume I: Instructions to Bidders of this RFP includes

- 1. Instruction to Bidders
- 2. Proposal Timelines (Key Dates and Information)
- 3. Details on Pre- qualification Evaluation Criteria (with related forms, formats, guidelines, and detailed annexure(s))
- 4. Technical Evaluation Criteria (with related forms, formats, guidelines, and detailed annexure(s))
- 5. Commercial Evaluation Criteria (with related forms, formats, guidelines, and detailed annexure(s))

Volume II: Scope of Work Functional, Non-Functional and Technical Requirements includes

- 1. Scope of work (including functional, and technical requirements of the intended solution)
- 2. Application Development and Implementation
- 3. Training & Capacity Building
- 4. Support and Maintenance
- 5. Manpower Requirements
- 6. Deliverables, Timelines and Payment Schedule
- 7. Functional Requirement Specification (FRS)
- 8. Service Level Agreements (SLAs)
- 9. Compliance Matrix

Volume III: Legal Terms and Master Service Agreements includes

The Draft Master Service Agreement and Legal terms as per the Purchaser. The signed copy of the Master Service Agreement shall be submitted by the successful Bidder at the time of onboarding.



Warehousing Development and Regulatory Authority (WDRA) Government of India, New Delhi

Open Tender Notice: WDRA-AF0gen/1/2023-IT

Notice Inviting Tender through e-Procurement

The "Purchaser" invites online bids (Technical and Commercial) from the eligible Bidders which are valid for 180 days from the bid end date. (Last date of submission of bid)

1. RFP documents may be downloaded from WDRA Website: https://wdra.gov.in/, Central Public Procurement Portal (CPPP) at www.eprocure.gov.in, Central https://wdra.gov.in/, Central https://wdra.gov.in/

	Key Dates and Information for WDRA				
Α.	Date of Issue of RFP	Date: 22-12-2023			
В.	Last date and time for submission of Pre- Bid	Date: 01-01-2024			
	queries	Time: 17:00 hours			
С.	Pre-Bid meeting date and venue:	Date: 02-01-2024			
	• Offline : Main Committee Meeting Room,	Time: 11:00 hours			
	Warehousing Development and				
	Regulatory Authority 4th Floor, NCUI				
	Building, 3, Siri Institutional Area				
	August Kranti Marg, Hauz Khas New				
	Delhi-110016				
	• Online : Link for the Pre-bid meeting will				
	be shared with Bidders submitting pre-				
	bid queries				
D.	Date of Responses Submission for Pre-Bid	Date: 10-01-2024			
	Queries				
Ε.	Last date and time for submission of bids	Date: 24-01-2024			
		Time: 16:00 hours			
F.	Pre-Qualification and Technical Bid opening	Date: 24-01-2024			
	date and time	Time: 16:30 hours			
G.	Date and time of Technical Presentation	To be communicated later to the			
		Bidders who qualify the Pre-			
		Qualification stage of evaluation			
н.	Commercial Bid opening date and time	To be communicated later to the			
		Bidders who qualify the Pre-			
		Qualification and Technical Stage			
		of evaluation (as per GeM portal			
		provision)			

Table 1: Key Dates and Information



- Bids to be submitted online only at Government e-marketplace portal(GeM) website: <u>https://gem.gov.in/</u> Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e-submission of the bids online through the Government e-marketplace portal(GeM) for e-Procurement at <u>https://gem.gov.in/</u>.
- 3. Under any circumstances only one bid is allowed to be submitted by one bidder. A breach of this condition will render the bids of both parties liable for rejection.
- 4. Bidders who download the RFP from the WDRA website https://wdra.gov.in/ and the Government e-marketplace portal (GeM) for e-Procurement at https://gem.gov.in/, shall not tamper or modify the RFP form including the downloaded price bid template in any manner. In case the same is found to be tempered or modified with in any manner, the Bid will be completely rejected, EMD would be forfeited, and the Bidder is liable to be banned from doing business with WDRA.
- 5. Based on queries received from prospective Bidders, if required, WDRA may amend the RFP or issue a corrigendum. Bidders are advised to regularly visit WDRA website https://wdra.gov.in/ and Government e-marketplace portal (GeM) for e-Procurement at https://gem.gov.in/



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1 Data Sheet for Submission of Proposal for WDRA Portal of WDRA

	Data Sheet for Submission of Proposal for WDRA Portal of WDRA		
#	Item	Description	
1.	Name of the Purchaser	Warehousing Development and Regulatory Authority (WDRA)	
2.	Tender Inviting Authority	Warehousing Development and Regulatory Authority	
3.	Job Requirement	Design, Development, Implementation, Operation & Maintenance of WDRA Portal	
4.	Method of Selection	The method of selection is Quality and Cost Based Selection (QCBS). The weights given to the Technical and Commercial Proposals are: Technical = 70% and Commercial = 30%	
5.	Proposal Security/Earnest Money Deposit (EMD) /Bid Security	INR 40,00,000/- (INR Forty lakhs) by DD from a Scheduled bank in favor of Warehousing Development and Regulatory Authority payable at New Delhi. OR by a Bank Guarantee (as per format attached in <u>Annexure-5</u> of Volume I of RFP) OR Online transfer Account number: 40676378009 Bank: State Bank of India IFSC: SBIN0007407 Branch: Asian Games Village Original DD/BG shall reach WDRA office before/by bid end date and time. Scanned copies of DD/BG or proof of online transfer shall be uploaded at time of submission of bid on Gem portal	
6.	Availability of RFP Documents	RFP Document shall be available on the WDRA Website: <u>https://wdra.gov.in/</u> , Central Public Procurement Portal (CPPP) at <u>www.eprocure.gov.in</u> and GeM website: <u>https://gem.gov.in/</u> from TO onwards	
7.	Last date for Submission of Pre-Bid Queries	Date: 01-01-2024 Time: 17:00 hours All the Pre- Bid queries should be received on or before the prescribed date and time, through email only with subject line as follows: "RFP for Design, Development, Implementation, Operation & Maintenance of WDRA Portal." The same should be submitted as per the format prescribed in Form 2 Annexure-1.	



ousing Development	& Regulatory Authority	
		The Pre-Bid queries to be sent to the following email id: Designated Contact person: Sh. Jeetesh Sharma Designation: Director (A&F) Contact email id: <u>dirwdra.fpd@nic.in</u>
8.	Pre-Bid Conference Time, Date and Venue	Date: 02-01-2024 Time: 11:00 hours
		 Pre-Bid Meeting date and venue: Offline: Main Committee Meeting Room, Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016 Online: Meeting link for the Pre-bid meeting will be shared with the Bidders submitting the pre-bid queries Note: Pre-Bid Query submitted in Excel format will only be permitted
9.	Last date and time for proposal submission (On or before)	Date: 24-01-2024 Time: 16:00 hours Proposals shall be uploaded in the format and mode as provided for in the and GeM portal: <u>https://gem.gov.in/</u> for this RFP and shall be digitally signed by the authorized signatory of the Bidder.
10.	Submission of EMD and Letter of Authorization (Physical hard copy submission)	 Date: 24-01-2024 Time: 16:00 hours Bidders shall submit the original signed and stamped hard copy of the Letter of Authorization along with the EMD in a sealed envelope titled "Authorization Letter & EMD - Design, Development, Implementation, Operation & Maintenance of WDRA Portal to the office of: Designated Contact person: Sh. Jeetesh Sharma Designation: Director (A&F) Address: Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016 Scanned Copy of EMD and the duly signed and stamped Authorization Letter needs to be uploaded on the GeM Portal under a separate cover as provided above. If the Authorization Letter and EMD are not received by the prescribed date and time, the Proposal submitted by the Bidder shall be liable to be rejected.



11.	Pre- Qualification and Technical Bid	Date: 24-01-2024
	Opening-Time, Date and Venue	Time: 16:30 hours
		Venue: Main Committee Meeting Room,
		Warehousing Development and Regulatory Authority
		4th Floor, NCUI Building, 3, Siri Institutional Area
		August Kranti Marg, Hauz Khas New Delhi-110016
12.	Date for Technical Presentation by	To be communicated later to the Bidders who
	Bidders	qualify the Pre-Qualification Stage of evaluation
13.	Date & time for Opening of	To be communicated later to the Bidders who
	Commercial Bids	qualify the Pre-Qualification and Technical Stage
		of evaluation
14.	Language of Proposal Submission	Proposals should be submitted in English language
		only
15.	Project Duration	The duration of the Project will include
		implementation phase plus 3 (three) years of O&M
		phase. Based on the Bidder's performance and
		requirement of the Purchaser, the O&M phase may be
		extended further Up to 1+1 years basis the consensus
		of the Purchaser and the Bidder at the same price of
		deployment phase.
16.	Bid Evaluation Stages	Two (2) Stage Bid Evaluation:
		1. Stage 1: Pre-Qualification and Technical Evaluation
		2. Stage 2: Commercial Evaluation
17.	Proposal Validity	Proposals are valid up to 180 (One Hundred and Eighty)
		days from the bid end date
18.	Currency	Currency in which the Bidders may quote the price and
		by which they will receive payment is INR only
19.	Name and Address for	Designated Contact person: Sh. Ram Kumar
	Communication	Designation: AD (IT)
		Email id: ramkumar.wdra@gov.in
		Contact: 011-49536496/49092978
		Address: Warehousing Development and Regulatory
		Authority 4th Floor, NCUI Building, 3, Siri Institutional
		Area August Kranti Marg, Hauz Khas New Delhi-110016

Table 2: Data Sheet for Submission of Proposal for WDRA Portal of WDRA

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above Data Sheet is further elaborated in the subsequent sections of this RFP and the information provided in the Data Sheet and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.



2 About WDRA

The Warehousing Development and Regulatory Authority (WDRA) was constituted on 26.10.2010 under the Warehousing (Development and Regulation) Act, 2007 vide Government of India Gazette Notification dated 26th October 2010. The Act provides for the establishment of the WDRA to exercise the powers conferred on it and to perform the functions assigned to it under the Act, Rules and Regulations for the development and regulation of warehouses, negotiability of warehouse receipts and promote orderly growth of the warehousing business in the country.

The WDRA is a Statutory Authority under the Department of Food and Public Distribution, Government of India. The Authority has its Headquarters in New Delhi. WDRA stands as a pivotal institution in the domain of warehousing and storage facilities within the Indian subcontinent and is entrusted with the task of regulating and promoting the warehousing sector, ensuring its seamless integration with the broader logistics ecosystem. Over the years, WDRA has been instrumental in fostering transparency, efficiency, and innovation within the warehousing industry, thereby catalyzing economic growth and agricultural development. With a comprehensive mandate to set standards, facilitate licensing, and monitor compliance, WDRA plays a crucial role in bolstering the nation's supply chain infrastructure.

As part of its ongoing commitment to excellence, WDRA invites proposals from qualified and experienced entities to collaborate in the Design, Development, Implementation, Operation & Maintenance of WDRA Portal. The selected partner will contribute significantly to the realization of WDRA's vision of a robust, technologically advanced, and inclusive warehousing ecosystem that underpins India's progress on the global stage.

WDRA portal has been conceptualized to include the following key themes:

- 1. The overall system, application, and databases to be developed using open-source technology and solutions.
- 2. Data Driven Governance to strengthen, optimize, and fast track decision making.
- 3. Unified and Integrated Digital Platform Ecosystem for various stakeholders like External Inspection Agencies, Financial Institutions, Other Government department and Citizens to access data reports, help in effective monitoring, ease of visibility and trackability through dashboards, and analytical platform to promote sound decision making.
- 4. Data Synchronization across different users and departments to avoid data conflicts, meet compliances, and keep data consistent over a period.
- 5. Effective Dashboard Design for senior management, mid-management, and administrative users of WDRA and employers. The dashboard will display relevant reports, widgets, or navigation specific to each type of user.
- 6. Innovative Features like the introduction of capability of geo-tagging, secure transaction of money, auto-fill, pre-populating of forms, single sign-on and online exchange of data.
- 7. Streamlined Processes for registration, licensing, return and inspection across Establishments to avoid duplicity and promote ease of doing business etc.
- 8. Timely Redressal of Complaints / Grievances for speedy resolution of problems leading to smooth functioning.
- 9. User-Centric Design for easy navigation among different modules, quick access to knowledge management repository, and comprehensive touchpoints for positive experience of users.
- 10. Tracking of applications, appeals, requests, etc. (event and time based) by the users.



- 11. Introduction of New Modules as needed in consultation with WDRA officials over the period.
- 12. Accessibility to navigate information easily and quickly on various platforms, including mobile apps, browsers, and desktop. Along with the Multi-Lingual feature to enhance the reach of the portal.
- 13. Data/information collection and dissemination: WDRA Portal is envisaged to become a platform of choice for all users/stakeholders.

3 Project Overview

Standardization - standardization of processes, records, terminology, information exchange mechanisms.

- i. The key aspects of the current project would be:
 - a) Transition and Management of Existing WDRA Portal
 - b) Application, Design, Development, Customization, Testing, Implementation Deployment and Go Live of WDRA Portal for both exiting portal and as well for the new envisaged portal for different modules such as Registration, Inspection, Insurance, Security Deposits Management, Training & Awareness etc. Training & Awareness, Security Deposit Management, Monitoring & Surveillance
 - c) Training and Capacity Building so that WDRA users will be able to manage the support services on its own as soon as possible.
 - d) User Support, Helpdesk Operation and Maintenance of the Integrated IT application and Infrastructure for 3 years after Go Live extendable Up to 1+1 years.
 - e) Integration with Applications of the Purchaser, Associated organizations, Other Ministries, and other Government Departments
 - f) External Integration with Applications/Portals of the Purchaser, Associated organizations, and other Govt. Departments
- ii. The project is envisaged to be executed by a competent bidder, with responsibility for all the aspects of the project listed in this RFP.
- iii. The solution shall be entirely cloud based and all the application and portal shall be deployed on cloud. Cloud infrastructure will be provided by WDRA Authority. The sizing and cloud infrastructure requirement shall be provided by bidder with justification/ calculation.
- iv. ERP System Supply of bespoke for accounting, finance, HR & payroll, procurement & MIS functionality for automation of internal business processes of WDRA. The bidder would be required to configure the system to automate the operational processes.



4 Instruction to Bidders

4.1 Eligible Bidders

All the pre-qualification criteria shall be met by the Bidder. The Bidder shall have the proven capabilities to deliver the entire scope as mentioned in this RFP. The Pre-Qualification criteria may be referred to for details.

In case any Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the proposal to evince that such credentials have accrued to/ transferred to/ are in the name of the Bidding entity and the Bidding entity is authorized to use such credentials.

4.2 Sub-Contracting and Consortium

Consortium is not allowed. However, sub-contracting is only permissible for providing Helpdesk/Call Centre services, the ultimate accountability for guaranteeing seamless service delivery to WDRA will remain with the successful bidder to deliver the project and services.

4.3 **Proposal Preparation Costs**

The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation, and submission of proposal, providing any additional information required by the Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the proposal process.

4.4 Earnest Money Deposit (EMD)

- 1. The Bidders shall submit an Earnest Money Deposit (EMD) as bid security fee for the amount specified in the data sheet provided in Volume I of this RFP in the form of Demand Draft / Bank Guarantee from commercialized scheduled bank (As per format provided in <u>Annexure 5</u> of Volume I of this RFP) in favor of Warehousing Development and Regulatory Authority and payable at New Delhi. EMD in any other form will not be accepted. EMD will remain valid for 45 (Forty-Five) days beyond the validity of the proposal and the validity of the EMD should be extended in the event the last date of submission of the proposal is extended. No interest will be payable by Purchaser on the EMD.
- 2. Copy of the EMD should be uploaded onto GeM Portal in the Proposal Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in the Data Sheet.
- 3. EMDs of all technical disqualified bidders will be returned, without interest, within 30 days of declaration of result of first stage i.e., technical evaluation.
- 4. EMDs of unsuccessful bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
- 5. The EMD of the Successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in <u>Annexure-5</u> of this RFP) by the successful Bidder.
- 6. In case the EMD is not received by the stipulated deadline then the Purchaser reserves the right to reject the proposal of the concerned Bidder forthwith and summarily without providing any opportunity for any further correspondence by the concerned Bidder.
- 7. The EMD may be forfeited:



- i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the proposal and during the period of proposal validity period or its extended period.
- ii. In the case of a Successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP
- iii. If the Bidder is found indulging in any corrupt, fraudulent, or other malpractice in respect of the proposal.
- iv. If the Bidder tries to influence the evaluation process
- v. If there is a discrepancy between words and figures quoted by the Bidder and the Bidder does not accept that the amount in words prevails over amount in figure.
- vi. If the documents information provided by the Bidder during the proposal process is found to be incorrect, false, or misleading.
- vii. Any violation of any terms and conditions of the bid document.

4.5 Integrity Pact

The Successful Bidder is required to sign and submit an Integrity Pact with the Purchaser. The format for the Integrity Pact is provided in <u>Form 8 Annexure-2</u> of this Volume I of this RFP.

4.6 Pre-Bid Meeting and Clarifications

4.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to Purchaser as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should be submitted in the format as mentioned in <u>Form 2 Annexure-1</u> of this Volume of the RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after last date of submission of Pre-Bid Queries as mentioned in the Data Sheet shall not be entertained by the Purchaser. Further, the Purchaser reserves the right to issue or not issue any responses/clarifications/corrigendum at its own discretion.

4.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

The Purchaser will organize a Pre-bid Conference as mentioned in the Data Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the Pre-Bid Conference as mentioned in the Data Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid conference. The Purchaser will endeavor to provide timely response to all the queries. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary because of the pre-bid conference or for any other reason, shall be made available by the Purchaser exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the proposal submission date may be extended at the sole discretion of the Purchaser. The Purchaser may extend the last date and time for the submission of proposals, and the extended date will be displayed on the website https://wdra.gov.in/, and GeM portal only. All clarifications and any other corrigendum



notification issued by the Purchaser after the issuance of this RFP, shall be published in the GeM Portal or WDRA website as mentioned in the Data Sheet of this RFP.

4.7 Proposal Validity Period

- 1. Proposal shall remain valid for the time mentioned in the Data Sheet.
- 2. Purchaser may request the Bidder(s) to extend the period of validity of the proposal up to 180 days beyond the original period of validity of 180 days. The validity of the EMDs as requested in section 4.4 should also be suitably extended if called upon to do so by Purchaser. Bidders may refuse to extend the validity of proposals beyond the said 180 days period and to withdraw the proposals. The request and the responses thereto shall be made in writing or email.

4.8 Submission of Proposal

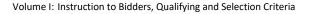
- A two-stage bid system will be followed for this RFP with a Quality and Cost Based Selection criterion. The two stages are (i) Pre-Qualification and Technical Proposal Stage and (iii) Commercial Proposal Stage.
- This RFP process will be administered through the Government e-Marketplace portal (URL: <u>https://gem.gov.in/</u>). The Bidders are required to make themselves familiar with the GeM portal to avoid late submissions or last-minute hassle.

4.9 Proposal Submission Formats

Bidder shall submit their proposals in the format mentioned in the following sub-sections along with the complete Compliance sheets as provided in Annexures of Volume I of this RFP. Proposals not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid and binding on the Bidder and that is acceptable to the Purchaser. In any event, the Purchaser shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Purchaser.

	Pre-Qualification Proposal Format for WDRA Portal of WDRA		
#	Section Heading	Details	
1	Pre-Qualification proposal covering letter	As per format provided in <u>Form 1 Annexure 2</u> of Volume I of this RFP	
2	Profile of the Bidder	As per format provided in <u>Form 2 Annexure 2</u> of Volume I of this RFP	
3	Summary of Pre-Qualification Citations	Summary of Pre-Qualification Citations as per format provided in Form 3 Annexure 2	
4	Pre-Qualification Citations	Pre-Qualification citations table as mentioned in Form 4 Annexure 2 of Volume I of this RFP with response and reference against each criterion	
5	Self-Certificate for Non- Blacklisting clause by the Bidder	As per format provided in <u>Form 5 Annexure 2</u> of Volume I of this RFP	
6	No Deviation Certificate	As per format provided in <u>Form 6 Annexure 2</u> of Volume I of this RFP	
7	Total Responsibility Certificate	As per format provided in <u>Form 7 Annexure 2</u> of Volume I of this RFP	

4.9.1 Pre-Qualification Proposal Format





	Pre-Qualification Proposal Format for WDRA Portal of WDRA		
#	Section Heading	Details	
8	Integrity Pact (to be filled by	Scanned copy of Integrity Pact. As per format provided in Form	
0	successful Bidder only)	8 Annexure 2 of Volume I of this RFP	
9	Bank Guarantee Format for	Scanned Copy of EMD. As per format provided in Form 9	
9	EMD	Annexure 2 of Volume I of this RFP	
10	Authorization Letter by the	Scanned Copy of Authorization Letter. As per Format provided in	
10	Bidder	Form 10 Annexure 2 of Volume I of this RFP	
11	Turnover and Positive Net	As per format provided in Form 11 Annexure 2 of Volume I of	
11	Worth	this RFP	
Table 2. Dro Qualification Drongeal Format			

Table 3: Pre-Qualification Proposal Format

Note: The hardcopies of Earnest Money Deposit (EMD) and Authorization Letter documents shall have to be sent to address as mentioned in the Data Sheet within the time, also mentioned in the Data Sheet.

	Technical Prope	osal Format for WDRA Portal of WDRA	
#	Section heading	Details	
1	Technical Proposal covering	As per format provided in Form 1 Annexure 3 of Volume I of	
_ 1	letter	this RFP	
2	Summary of Bidder's	Summary of technical citations as per Format Provided in	
2	Experience	Form 2 Annexure 3 of Volume I of this RFP	
3	Citations as par Experience	Citation needs to be provided as per format provided in	
5	Citations as per Experience	VeringAs per format provided in Form 1 Annexure 3 of Volume I this RFPSummary of technical citations as per Format Provided in Form 2 Annexure 3 of Volume I of this RFPenceCitation needs to be provided as per format provided in Form 3 Annexure 3 of Volume I of this RFPenceAs per Form 4 Annexure 3 of Volume I of this RFPbologyAs per Form 4 Annexure 3 of Volume I of this RFPBidder needs to elaborate on its understanding of the Project as per the scope of this RFPAs per format provided in Form 5 Annexure 3 of Volume I this RFPPlanAs per format provided in of Volume I of this RFP in Annexure 3, Form 7of KeyCV's as per format provided in Form 6 Annexure 3 of Volu	
	Approach and Methodology	As per <u>Form 4 Annexure 3</u> of Volume I of this RFP	
4	Approach and Methodology	Bidder needs to elaborate on its understanding of the	
		Project as per the scope of this RFP	
5	Project Plan	As per format provided in Form 5 Annexure 3 of Volume I of	
5		PeringAs per format provided in Form 1 Annexure 3 of Volume this RFPSummary of technical citations as per Format Provided in Form 2 Annexure 3 of Volume I of this RFPnceCitation needs to be provided as per format provided in Form 3 Annexure 3 of Volume I of this RFPplogyAs per Form 4 Annexure 3 of Volume I of this RFP Bidder needs to elaborate on its understanding of the Project as per the scope of this RFPAs per format provided in Form 5 Annexure 3 of Volume this RFPPlanAs per format provided in of Volume I of this RFP in Annexure 3, Form 7f KeyCV's as per format provided in Form 6 Annexure 3 of Vol I of this RFP. CV of any individual should not exceed 5 page	
6	Resource Deployment Plan	As per format provided in of Volume I of this RFP in	
0	Resource Deployment Plan	Nument Plan I ' ' ' '	
7	Curriculum Vitae (CV) of Key	CV's as per format provided in Form 6 Annexure 3 of Volume	
/	Personnel	I of this RFP. CV of any individual should not exceed 5 pages.	
	Tabl	A Tashnisal Dranasal Farmat	

4.9.2 Technical Proposal Format

Table 4: Technical Proposal Format

4.9.3 Commercial Proposal Format

	Commercial Proposal Format for WDRA Portal of WDRA						
#	Section heading	Details					
1	Commercial Proposal Covering						
	Letter	this RFP					
2	Summary of Cost Components	As per format provided in Form 2 Annexure 4 of Volume I of this RFP					

Table 5: Commercial Proposal Format

The Bidder shall submit the Commercial Proposal in the formats specified in this section.

The Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total contract value covers all obligations of the Bidder mentioned in or to be inferred from the Bidding documents in respect of providing the product services.



Bidders shall give the required details of all applicable taxes, duties, other levies, and charges etc. in respect of direct transactions between Purchaser and the Bidder. It is mandatory that such charges wherever applicable/payable should be indicated separately in the Commercial Forms as provided in <u>Annexure 4</u> of Volume I of this RFP. However, if there is a downward or upward revision in the applicable taxes; the benefit of same will be passed on to the Purchaser or the Successful Bidder accordingly.

Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates. A proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.

The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Bidder's Personnel to various site(s) of the Purchaser. All prices/rates should be written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the proposal liable for rejection. Bidders should ensure that there are no alterations/corrections in the prices/rates submitted by them. In case of a discrepancy between the prices/rates in figures and words, the prices/rates quoted in words will be considered as correct.

The prices/rates quoted shall be firm and final throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision/upward modifications, on any account, whatsoever.

The Purchaser reserves the right to review and negotiate the price payable, with the selected Bidder, to incorporate downward revisions as applicable and necessary, at any time during the period of Contract.

4.10 Discount

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be considered for evaluation purpose. However, in the event of such an offer, if the submitted proposal is found to be the best evaluated proposal, Purchaser shall avail such discount at the time of award of contract.

4.11 Language

The proposal should be submitted by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern to all correspondence and documents relating to the proposals. The proposal document shall be typewritten, and there shall not be any overwriting or cutting or interpolation.

4.12 Authentication of Proposal

The Authorized Signatory representing the Bidder shall digitally sign all proposal documents uploaded on Government e-Marketplace Portal and submit physically signed and stamped scanned copies of EMD, and Letter of Authorization. The proposal should be accompanied by an authorization in the name of the signatory of the proposal. The authorization shall be in the form of a written Power of Attorney or a Board resolution in favor of the person submitting the proposal. All documents being submitted by the Bidder shall be duly signed, stamped, and sealed.



4.13 Amendment of Request for Proposal

At any time prior to the deadline for submission of the proposals, the Purchaser, for any reason, may modify the RFP at its own initiative or in response to a clarification requested by a prospective Bidder, modify the proposal Document by an amendment/ corrigendum/ addendum. Such amendments shall be binding on the Bidders. Such amendments will be notified through the WDRA website https://wdra.gov.in/, and GeM Portal only.

To ensure that prospective Bidders have adequate time to consider any amendments, corrigendum, or addendum while preparing their proposals, the Purchaser reserves the right, at its discretion, to extend the deadline for proposal submissions. Additionally, the Purchaser may, at any point before the bid submission may request the Bidder(s) to submit revised Technical/Commercial Proposals or Supplementary commercial proposals without incurring any liability to the affected Bidder or Bidders.

4.14 Completeness of Response

- 1. The Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications. Each proposal response shall specify only a single solution which is cost effective and meets the RFP specifications, and it is the responsibility of the Bidder to decide the best suitable solution. The Bidder shall effectively communicate the solution offered and shall cover all the requirements as prescribed in the Request for Proposal (RFP).
- 2. Failure to comply with the requirements of this paragraph may render the proposal noncompliant and the proposal may be rejected. Bidders shall:
 - Include all documentation specified in this RFP
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - Comply with all requirements as set out in this RFP.

The proposals shall be submitted strictly in accordance with the requirements and terms and conditions of this RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Form 6 of Annexure-2, of Volume I of the RFP. The proposals with deviation(s) are liable for rejection.

4.15 Late Proposal

- 1. The proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- 2. The proposals submitted by Post/telex/telegram/fax/e-mail etc. shall not be considered.
- 3. The Purchaser shall not be responsible for any delay or non-receipt/non-delivery of the documents.
- 4. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
- 5. Given that the proposal submission shall be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the proposal well in advance to avoid any last-minute hassles, ensuring that the names/formats of the files to be uploaded are as per the GeM requirements.
- 6. Purchaser shall not entertain any proposals which could not be uploaded or uploaded properly in the portal for whatsoever reasons.



4.16 Rejection of Proposal

- 1. The Purchaser reserves the right to reject any or all proposals without assigning any reason thereof.
- 2. The Purchaser also reserves the right to assess the Bidder's capabilities and capacity and reject any proposal under this RFP in full or in part without assigning any reason thereof. In either case, the decision of the Purchaser shall be final and binding.
- 3. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature are submitted along with the proposals which amount to deviations in any form, the Purchaser reserves the right to seek withdrawal of such assumptions, presumptions, key points of discussion, recommendation, or any points of similar nature by the Bidder.
- 4. If the Bidder does not withdraw such assumptions etc., the proposal may be rejected by Purchaser.
- 5. If a discrepancy is found in a proposal, the same may be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on all concerned points. If the Bidder does not agree to the decision of the Purchaser, the proposal is liable to be rejected.
- If the Bidder does not meet even one of the Pre-Qualification criteria separately, as mentioned in <u>Section 5.5</u> of Volume I of this RFP, the Bidder shall be disqualified, and the entire proposal shall be rejected
- 7. The duly filled, signed, and stamped proposal shall be submitted to the GeM Portal. Proposals submitted by any other means like by Post, Telex, Fax, or e-mail shall not be entertained.
- 8. A proposal may be rejected at any stage of the evaluation processing till award of the contract if it is found that the Bidder has provided misleading information or has been blacklisted by any Government organization or has indulged in any malpractice/ unethical practice or submitted forged/tampered document/suppressed any material/substantial information/fact and had not honored contractual obligation elsewhere.
- 9. If Bidder is found to exhibit a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion, or financial failures, etc. in any project in the preceding three years, it will result in the rejection of the Bidder's proposal by the Purchaser.
- 10. Any effort by a Bidder to influence the Purchaser's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

4.17 Disqualification

The proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

4.17.1 Technical Rejection Criteria

- 1. Technical Proposal containing commercial details.
- 2. Revealing of Prices in any form or by any reason before opening the Commercial Proposal.
- 3. Failure to furnish all information required by the proposal document or submission of a proposal not responsive to the proposal document in every respect.
- 4. Bidders not quoting for the complete Scope of Work as indicated in the Proposal documents, addendum (if any) and any subsequent information given to the Bidder.
- 5. The Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- 6. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage).



- 7. If the proposal does not conform to the timelines indicated in the proposal.
- 8. Failure to adhere to the Submission Forms specified for Technical Proposal response.
- 9. Proposal that is not accompanied by required documentation as required for prequalification or is non-responsive to the terms and condition and stipulated herein or does not conform to the Submission Forms specified for Pre-Qualification Proposal response.
- 10. Proposals without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- 11. If the proposal is received after the due date and time.
- 12. If the proposal is submitted with lesser validity period.
- 13. In case if any Bidder submits multiple proposals or if common interests are found in two or more proposals of Bidders, the Bidder/s are likely to be disqualified, unless additional proposals/proposals are withdrawn upon notice immediately.

4.17.2 Commercial Rejection Criteria

- 1. Incomplete Commercial Proposal.
- 2. Commercial Proposals that do not conform to the Commercial Proposal format.
- 3. The prices quoted by the Bidder do not include all statutory taxes and levies applicable.
- 4. Commercial Proposals in any currency other than Indian Rupees.
- 5. In case of deviation between numeric and words, the words will be deemed final.
- 6. During validity of the proposal, or its extended period, if any, the Bidder increases its quoted prices.

4.18 Fraud and Corrupt Practices

- 1. The Bidders 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 Purchaser shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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") during the selection process. In such an event, the Purchaser shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the EMD or PBG.
- 2. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the Agreement, if a Bidder is found by the Purchaser 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 the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Purchaser during a period of 3 years from the date such Bidder is found by Purchaser 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.
- 3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "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 Purchaser who is or has been associated in any manner, directly or indirectly with the selection process or the LOI 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 Purchaser 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the Purchaser in relation to any matter concerning the Project;

- ii. "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the selection process.
- iii. "Coercive Practice" means impairing, 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.
- iv. "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the Purchaser 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.
- v. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

4.19 Conflict of Interest

Bidder shall not have a conflict of interest that may affect the Bidding Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, and as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

The Purchaser requires that the vendor provides solutions which always hold the Purchaser's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The System Integrator shall not accept or engage in any assignment that would 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 Purchaser.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

a) The Bidder or its Associates (or any constituent thereof) and any other Bidder, or its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:



- i. Where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- ii. A constituent of such Bidder is also a constituent of another Bidder; or
- iii. Such a Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. such a Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information regarding this RFP, or to influence the Bid of either or each of the other Bidder; or
- v. There is a conflict among this and other software solution and services assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this assignment, the System Integrator shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vi. A firm hired to provide software solution and services for the implementation of a project, and its Consortium Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- b) A Bidder eventually appointed to implement the Solutions for this Project, its Associates, affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same 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 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

4.20 Key Personnel

Purchaser has identified certain key positions and minimum qualifications for each of these positions that should be part of project team of the Bidder (hereby referred to as "key personnel"). These resources would be dedicated resources at Bidder's location for the duration of the project.

The Bidder shall deploy minimum the required key personnel, application support team and helpdesk team indicated in Section 7 of Volume II of this RFP. These personnel would operate from Purchaser/ Bidder premises as per the deployment plan proposed by the Bidder and agreed by Purchaser.



4.20.1 Obligation

Bidder shall not make any changes to the composition of the Key Personnel and shall not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the services during the term:

- unless that person resigns, is terminated for cause, dies, is long-term disabled, on medical grounds to render prescribed services, is on permitted mandatory leave under Applicable Law or retires; or
- without Purchaser's prior written consent.

4.20.2 Replacement

In case any key personnel have resigned then the Bidder shall inform Purchaser within one week of such resignation. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the key personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder and approved by Purchaser. Before assigning any replacement member of the key personnel to the provision of the services, Bidder shall provide Purchaser with:

- A resume, curriculum vitae and any other information about the candidate that is requested by Purchaser; and
- An opportunity to interview the candidate.

The Bidder shall provide replacement resource of equal or better qualification and experience as mandated in the RFP. If Purchaser objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

The Bidder shall ensure at least four weeks of overlap period in such replacements. Purchaser will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost because of replacement – this cost shall be incurred by the Bidder only.

Bidder shall ensure suitable replacement for the Key personnel during their leaves of more than 10 working days. In any case the Service Level Agreements shall be always met.

The calendar of Government of India will be applicable for administrative purposes.

4.21 Right to Terminate the Selection Process

The Purchaser may terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Purchaser will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

Non-Conforming Proposals:

A proposal may be construed as a non-conforming proposal and ineligible for consideration if

- It does not comply with the requirements of this RFP.
- The proposal is "canned" presentations of promotional materials that do not follow the format required under this RFP or do not appear to address the requirements of the solution.



5 Selection Process for Bidder

5.1 Opening of Bids

The Bids shall be opened by Purchaser in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the Bidder firms to identify their bonafide for attending the opening of the bid. Even if no representative of the Bidder is available, the Bid shall be opened as per schedule.

For bid management, two envelope processes shall be adopted

- Envelope 1: Pre-Qualification Proposal and Technical Proposal
- Envelope 2: Commercial Proposal

The venue, date, and time for opening the Pre-qualification Proposal and Technical Proposal would be displayed on the website <u>https://wdra.gov.in/</u>, and GeM Portal. In the event of the specified date of Bid opening/presentation being declared a holiday by the Government of India, the Bid shall be opened at the appointed time and location on the next working day. The date and time for opening of Commercial Proposal would be communicated to the qualified Bidders.

Any modification in the name of the bidder, any modifications of the Forms and the status of requisite fees will be disclosed during the Bid Opening. No proposal shall be rejected at the time of bid opening except in the case of late submission of proposal.

The Technical Proposals of only those Bidders shall be evaluated who clear all the Pre-qualification criteria set in <u>Section 5.5</u> of Volume I of this RFP.

The Commercial Proposals of only those Bidders will be opened who score equal to or more than 60 marks in Technical Proposal as indicated in section 5.6 of Volume I of this RFP.

5.2 Preliminary Examination of Proposal

The Purchaser will examine the proposals to determine whether they are complete, whether the documents have been properly signed and whether they are in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the Purchaser, and shall not be included for further consideration.

Initial proposal scrutiny will be held, and the proposals will be treated as non-responsive, if the Bidder fails to meet/clarify any of the below mentioned points:

- Not submitted in the format as specified in this RFP document.
- Received without the Letter of Authorization (Power of Attorney).
- Received without EMD.
- Found with suppression of details.
- Submitted with incomplete information, subjective, conditional offers, and partial offers.
- Submitted without the documents required under this RFP.
- Non-compliant with any of the clauses mentioned in this RFP.
- Bid Validity and EMD validity lesser than that prescribed in this RFP.



5.3 Clarification on Proposal

During the proposal evaluation, Purchaser may, at its discretion, seek clarifications or ask the Bidders to make technical presentations on any aspect(s) from any or all the Bidders. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered, or permitted.

5.4 Evaluation Process

The Purchaser shall evaluate the responses to this RFP and scrutinize the supporting documents documentary evidence. Inability to submit the requisite supporting documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser. The Purchaser may ask for meetings with the Bidders to seek clarifications or conformations on their proposals. During the Proposal Evaluation, Purchaser reserves the right to reject any or all the proposals. Each of the responses/proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

5.4.1 Stage 1: Pre-Qualification and Technical Evaluation

- The Purchaser shall open "Pre-Qualification Proposal." The Pre-Qualification Proposal shall contain all the documents mentioned in <u>"Annexure-1"</u> and "<u>Annexure-2"</u> of Volume I. Each of the Pre-Qualification condition mentioned in <u>Section 5.5</u> of Volume I is MANDATORY. In case the Bidder does not meet any one of the conditions, the Bidder will be disqualified.
- Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in <u>Section 5.5</u> and <u>Annexure- 2</u> of Volume-I of the RFP. A checklist shall be created with proper page-wise indexing of all supporting documents.
- 3. Purchaser will review and evaluate the Technical Proposals of the short-listed Bidders who have met with all the conditions set out in the Pre-Qualification to determine whether the Technical Proposals are responsive. Proposals that are not responsive are liable to be disqualified at Purchaser 's discretion. The Bidders who produce insufficient documents or delay in sending clarification to the Purchaser during Pre-Qualification evaluation shall not be considered for Technical Evaluation. Such Bidders shall be intimated by the Purchaser with the reasons.
- 4. The Bidders' technical solutions proposed in the proposal document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in <u>Section 5.6</u> of Volume I.
- 5. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the Bidders who get an aggregate technical score of 60 or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

Normalized Technical Score of a Bidder = {Technical Score of that Bidder/Score of the Bidder with the highest Technical Score} X 100 (adjusted to 2 decimals)

5.4.2 Stage 2: Commercial Evaluation

1. All the technically qualified Bidders will be notified to participate in the Commercial Proposal opening process.



- 2. The Commercial Proposals for the technically qualified Bidders will then be opened on the notified date and time and reviewed to determine whether the Commercial Proposals are responsive. Proposals that are not responsive are liable to be disqualified at Purchaser's discretion.
- 3. Commercial Proposals that do not meet the condition specified in <u>Section 4.9.3</u> shall be liable to be rejected.
- 4. The Normalized commercial score of the technically qualified Bidders will be calculated, while considering the Total Contract Value given by each of the Bidders in the Commercial Proposal as follows:

Commercial Score of a Bidder = {Lowest Quote/Bidder's Quote} X 100 (adjusted to 2 decimals)

- 5. The proposal price will exclude all taxes, levies, duties, etc. (applicable GST) and shall be in Indian Rupees and mentioned separately.
- 6. Any conditional proposal will be rejected
- 7. The date, time, and venue of the opening of the Commercial Proposal of the technically shortlisted Bidders will be displayed on the website https://wdra.gov.in/, and GeM Portal only.
- 8. Errors and Rectification: Bidders are advised to exercise the greatest care while entering the pricing figures. No requests regarding correction of mistakes in the commercial proposals shall be entertained after the proposals are submitted. If any interlineations, erasures, alterations, fluid-marking, additions, or overwriting are found the proposal shall be rejected summarily.

Notwithstanding the above, the decision of the Purchaser shall be final and binding to all.

5.4.3 Undertaking for reasonableness

The Bidder shall furnish an undertaking along with the Commercial Proposal that to the best of their knowledge and belief:

- 1. The quoted rates are aligned with the current market rates and do not exceed the charges for similar services, provided to a domestic purchaser.
- 2. In respect of indigenous items for which there is a controlled price fixed by the Act/any Govt/statutory body, the price quoted are not higher than the controlled price.
- 3. Services/Products/Goods supplied, are of requisite specification and quality.

5.4.4 Final score calculation through QCBS

- 1. The final score will be calculated through Quality and Cost selection method based with the following weightage:
 - i. Technical: 70%
 - ii. Commercial: 30%
- 2. Final Score = (0.70* Normalized Technical Score) + (0.30* Commercial Score) where normalized technical score is
- 3. The Bidder with the highest **Final Score** shall be treated as the Successful Bidder.
- 4. If the Final scores are 'tied,' the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

Note:



- The proposal price will include all taxes and levies and shall be in Indian Rupees and mentioned separately. However, for calculation of L1, the proposal price excluding taxes and levies will be considered.
- Conditional proposals would be rejected.

5.5 Pre-Qualification Evaluation Criteria

5.5.1 Pre-Qualification Evaluation Criteria for MSP

The Bidder's Pre-qualification Proposal will be evaluated as per the following criteria:

	Pre-Qualification Criteria for MSP						
#	Parameter	Pre-Qualification Criteria Description	Evidence Required				
1	Legal Entity	The Bidder should be: A company incorporated in India under the Companies Act, 1956 or Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments and should have been operating in India, for at least five years	 Copy of Certificate of Incorporation along with Unique Number Copy of PAN Copy of GSTIN Certificate In case of Companies: Copy of the Memorandum and Articles of Association OR Limited liability partnership: Certificate of registration and Partnership Deed 				
2	Sales Turnover	Bidder is an IT System Service Provider, it should have an average annual revenue/sales turnover of at least INR 80 Crores in last 3 financial years (FY 2020-21, FY 2021-22, FY 2022-23) from IT system integration services, software consultancy, software development & implementation service.6	 Proof of Average Annual revenue in the last three financial (Form 11 Annexure 2 of Volume I of this RFP) years (FY 2020-21, FY 2021-22, FY 2022-23) duly certified by a Statutory Auditor or Chartered Accountant (CA). Copy of digitally signed audited Balance Sheets and Profit & Loss Statements for the last three financial years (FY 2020-21, FY 2021-22, FY 2022-23) & CA certificate 				
3	Net worth	The Bidder shall show positive net worth for the three consecutive financial years (FY 2020-21, FY 2021-22, FY 2022-23)	 Copy of digitally signed audited Balance Sheets and Profit & Loss Statements for the last three financial 				



#						
#	Parameter Pre-Qualification Criteria Description Evidence Required					
		To this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.	 years (FY 2020-21, FY 2021- 22, FY 2022-23) & CA certificate Form 11 Annexure 2 of Volume I of this RFP) years (FY 2020-21, FY 2021-22, FY 2022-23) duly certified by a Statutory Auditor or Chartered Accountant (CA). 			
4	Experience in Design, Development, Implementation, Operations & Maintenance of Large-Scale IT System Projects	 The Bidder shall have experience of successfully Go-Live/ executed/ /completed similar services for development, implementation, and maintenance of a web application/web portal over the last three financial years i.e., the current financial year and the last three financial years ((FY 2020-21, FY 2021-22, FY 2022-23, ending month of March prior to the bid opening) implemented with central Government/State Government/PSU in India, excluding the hardware, network, and infrastructure cost meeting following criteria: 1. At least One (1) such project of value more than INR 16 Cr, OR 2. At least Two (2) such projects each of value more than INR 10 Cr each, OR 3. At least Three (3) such projects each of value more than INR 8 Cr each 	 Citation as per format specified in Form 4 <u>Annexure 2</u> of Volume I of this RFP Summary of Pre- Qualification Citations as per format specified in Form 3 Annexure 2 of Volume I of this RFP Completion Letter from client containing project value executed by the bidder. In case of non-availability of completion letter, the bidder shall submit Work Order/ Contract Agreement/ Letter of Intent / Letter of Award supported by relevant documents for work completion/execution proof. Certificate by the Company Secretary of the Bidder for all projects status Please Note: In case of integrated project, relevant certificate from the Statutory Auditor confirming value of relevant work to be submitted. 			
5	Certifications	The Bidder should possess the following certifications: CMMi 3 	Copy of the certificates which will be valid as on the date of Bid submission			



	Pre-Qualification Criteria for MSP						
#	Parameter	Pre-Qualification Criteria Description	Evidence Required				
		 ISO 9001:2008/ ISO 9001:2015 (Quality Management) ISO/IEC 27001:2013 (Security Management) ISO/IEC 20000:2018 (Service Management) 	Please Note: The certificates shall be in the name of the Bidder				
6	Blacklisting	The Bidder should not have been blacklisted by Government of India/State Government/ PSU at the time of proposal submission date. The format for the same is provided in <u>Form 5 Annexure 2</u> of Volume I of this RFP	Self-certified letter of undertaking on company's letter head signed by company's authorized signatory from the Bidder.				

Table 6: Pre-Qualification Criteria for MSP

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.) in the last three (3) financial years (FY 2020-21, FY 2021-22, FY 2022-23), it may showcase credentials of its erstwhile current entity provided if the sufficient documentary proofs are submitted with the proposal to evidence that such credentials have accrued to transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials.

Notwithstanding the foregoing, credentials of parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is an integral part of the consortium and is itself bidding.

All the citations that shall be provided for pre-qualification criteria shall be as per the format provided in <u>Form 4 Annexure 2</u> of Volume I. Additionally, summary for Pre-Qualification citations need to be provided as per <u>Form 3 Annexure 2</u> of Volume I.

5.6 Technical Evaluation Criteria

The Bidder's technical solution proposed in the Technical Proposal document will be evaluated as per the evaluation criteria mentioned in the table below:

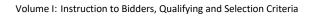
	Summary of Technical Evaluation Criteria						
#	Criteria	Maximum Marks					
Α.	Resource Strength	30					
В.	Bidder Experience	30					
С.	Approach and Methodology	40					

Table 7: Summary of Technical Evaluation Criteria

	Technical Evaluation Criteria for WDRA Portal of WDRA					
#	# Criteria Basis for Evaluation Supporting Documents					
	A. Resource Strength (30 marks)					
1.	I. Resource Bidder would be evaluated for Resource Deployment					
	Deployment Plan Resource Deployment Plan & Plan provided as per					
		Governance Structure provided for:	Format provided in Form			



	т	echnical Evaluatior	n Criteria for	WDRA Po	ortal of WDRA	
#	Criteria	Basis for Evaluation		Supporting Documents	Max Marks	
2.	& Governance Structure Proposed	 Support of Existing Application till Go Live Development Phase User Support, Helpdesk, Operation and Maintenance 			7, 8 and 8A of Annexure 3 of Volume I of this RFP	25
۷.	Resources (For	Key Personner	Personnel	Marks		25
	details on minimum	Project Manager	1	4		
	qualification of the	Domain Expert	1	4	Curriculum Vitae (CV)	
	proposed Resources please	Solution Architect	1	4	Format of Key Personnel as per <u>Form 6 Annexure 3</u>	
	refer to Annexure F of Volume II of	Quality Test Manager	1	4	of Volume I	
	this RFP)	Security Architect	1	4		
		 The above key Perevaluated on the parameters: Qualification 25% Total experience in assignments Interview: 25 The profiles a this bid are of their replace governed as under Section D in Vol II The core tea onsite as performed of WDRA. The interview only for 5 Perevalove and the same will be accordingly. The bidder shall CVs of all the removed as a second second	e following & Certificati ence:25% n similar : 25% Scored as par core member ment would per SLAs pre n 6.1 and An m shall be de the requirer w will be sche rsonnel men ne details of t communicat submit the d naining requi	on: t of s and be scribed nexure eployed ments eduled tioned tioned the sed		





Technical Evaluation Criteria for WDRA Portal of WDRA						
#	Criteria		Basis for Evaluation		Supporting Documents	Max Marks
		Re RF	ction 7 i.e., Manpower quirement of Volume II of this P. CVs shall be evaluated – 5 arks In case CVs of all the required resources are not submitted, the bid shall summarily be rejected.			
			B. Bidder Experience (30 mar	ks)		n.
1	Sales Turnover:	•	>= 250: 5 Marks	-	Proof of Average Annual	5
	The IT System	•	150 < X < 250: 3 Marks		revenue in the last three	
	Provider Bidder	•	80≤ X ≤150: 2 Marks		financial (<u>Form 11</u>	
	shall have				<u>Annexure 2</u> of Volume I	
	generated an				of this RFP) years (FY	
	average sales				2020-21, FY 2021-22, FY	
	turnover of at	•	Where 'X' is Turnover in INR		2022-23) duly certified	
	least INR 80		crores		by a Statutory Auditor	
	Crores in the last			•	Copy of digitally signed	
	three financial				audited Balance Sheets	
	years (FY 2020-21,				and Profit & Loss	
	FY 2021-22, FY				Statements for the last	
	2022-23) from its				three financial years (FY	
	IT system				2020-21, FY 2021-22, FY	
	integration				2022-23) & CA	
	services, software				certificate	
	development, and					
	implementation					
	services.					
1	Experience of	•	Even (V' project would be	•	Citation of par format	20
1	working on Digital	-	Every 'X' project would be awarded 4 marks each.		Citation as per format specified in Form 3	20
	Transformation		awai ucu 4 mai ka Cacil.		Annexure 3 of	
	Projects (Design,				Volume I	
	Development,	\A/h	are (V) is No. of Drejests and the			
	Implementation,		ere 'X' is No. of Projects, and the		Citations as per	
	Operations &		ject cost shall exclude dware/network/infrastructure		format specified in	
	Maintenance) with				Form 2 Annexure 3 of	
	Central	cost			Volume I	
	Government/State				- - - - - - - - - -	
	Government/PSU in India with				from client containing	
	minimum value of					



#	Criteria	Basis for Evaluation	Supporting Documents	Max Marks
3	INR 8 Cr each initiated/executed in last 7 Financial years i.e., FY 2016- 17, FY 2017-18, FY 2018-19, FY 2019- 20, FY 2020-21, FY 2021-22, FY 2022- 23. Experience in implementing Emerging Technology Solutions in the field of ERP, BI, Portal, and Cloud Deployment with minimum value greater than 5 Cr each initiated/executed in last 7 Financial years i.e., FY 2016- 17, FY 2017-18, FY 2018-19, FY 2019- 20, FY 2020-21, FY 2021-22, FY 2022- 23.	 Every 'X' project with all the required components would be awarded maximum 1 mark each. Where 'X' is No. of Projects, and the project cost shall exclude hardware/network/infrastructure cost. 	 project value executed by the bidder. In case of non-availability of completion letter, the bidder shall submit Work Order/ Contract Agreement/ Letter of Award supported by relevant documents for work completion/execution proof. Certificate by the Company Secretary of the Bidder for tall projects status 	5
4	the denote a dimension of the	C. Approach and Methodology (40	marksj	
1	_	e Term of Reference and Existing Solution		5
2	stack, support plan components	proach and methodology, solution desigr in write up within 4000 words (duly seale	ed and signed) covering all	5
3	Granularity of imple	plementation plan as per form 5 of Annexure 3 of this RFP		
4	Architecture Design Annexure 3), assum	on on Approach and Methodology (forma , Software Details, Resource Deploymen otions, risk, innovative solutions, and Uniqu ble components leading to faster and assu	nt Plan (<u>form 7</u> , <u>8</u> , <u>8A</u> of ue Selling Point (USP)*	25
Rei	tal (A+B+C)	ethodology for point 1-3 above is to be submitt		100

Table 8: Technical Evaluation Criteria



6 Award of Contract

6.1 Notification of Award/ Letter of Intent

The Purchaser will notify the Successful Bidder, in writing, that its proposal has been accepted. The Purchaser shall issue a Letter of Intent (LOI)to the selected Bidder and the name of the selected Bidder shall be announced on the website <u>https://wdra.gov.in/</u>.

6.2 Letter of Acceptance and Signing of Contract

The Successful Bidder shall, within 15 (fifteen) days of the receipt of the LOI, give acceptance on its letterhead having authorized signatory, submit Performance Bank Guarantee and the Master Service Agreement (MSA) (Refer volume III). In the event of the acceptance letter duly signed by the Selected Bidder is not received by the stipulated date, or the Bidder fails to execute the Master Service Agreement or submitted PBG, the Purchaser may, unless it consents to extension of time for submission thereof, consider the next eligible Bidder. Security Deposit / Performance Bank Guarantee to be submitted along with acceptance letter, as per LOI by the successful Bidder within the stipulated time mentioned in LOI failing to do so Purchaser may take necessary actions. Purchaser shall have the right to forfeit the EMD of successful Bidder and award the work to the next successful Bidder.

6.3 Issuance of Work Order

Post submission of Security Deposit / Performance Bank Guarantee and signing of MSA by the Successful Bidder, the Purchaser will issue the Work Order which will initiate the Timeline "T" of the project work to be started.

6.4 Performance Bank Guarantee (PBG)

The Successful Bidder shall at his own expense submit to Purchaser unconditional, irrevocable, and continuing Performance Bank Guarantee (PBG) from a scheduled commercial bank, in the format prescribed in <u>Annexure 5</u> of Volume I, or in the form of an account payee demand draft, fixed deposit receipt from a commercial bank or online payment, for the due performance and fulfilment of the contract by the Bidder. The proceeds of the PBG shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time, or cost, etc.) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.

The PBGs shall be submitted within 15 days from the date of issuance of the Letter of Intent. In case of non-submission of PBG in time, a penalty of 1% of PBG will be levied for first 7 days delay and 2% of PBG for 15 days delay. Delay beyond 15 days will result in forfeiture of EMD.

The Performance Bank Guarantees (PBG) will be for an amount equivalent to 10 % of total contract value to be submitted at issuance Letter of Intent.

PBG shall be invoked by Purchaser in the event the Bidder:

- i. Fails to meet the overall liquidated damages condition as mentioned in Volume III of this RFP or any changes agreed between the parties,
- ii. Fails to perform the responsibilities and obligations as set out in this RFP to the complete satisfaction of Purchaser including failure to comply with exit management responsibilities.
- iii. Misrepresentations of facts/information submitted to Purchaser.



The PBG shall be valid till satisfactory completion of Post Implementation Support for a period of 180 days beyond the date of completion of all contractual obligations.

The PBG may be discharged/returned by Purchaser upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, Purchaser would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Purchaser under the contract in the matter, the proceeds of the PBG shall be payable to Purchaser as compensation for any loss resulting from the Bidder's failure to perform/comply its obligations under the contract. Purchaser shall notify the Bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the Bidder is in default. Forfeiture of PBG shall be without prejudice to any other right of the Purchaser to claim any damages as admissible under the law as well as to take such action against the Supplier/Bidder such as severing future business relation or blacklisting, etc., as may be deemed fit.

Purchaser shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Volume II, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder.

6.5 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals. In such a case, Purchaser shall invoke the PBG and/or forfeit the EMD.

The Bidder at no point of time can excuse themselves from any claims by the Purchaser whatsoever for their deviations in conforming to the terms and conditions, payment schedules, the timeframe for implementation, etc. as mentioned in Request for Proposal (RFP) document.



7 Annexure – 1: Bid Submission Covering Letter

Form 1: Covering Letter

Format of letter comprising the Bid

(To be forwarded on the letterhead of the Bidder)

Dated:

Τo,

<<Designation of Officer>>, Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016. Sub: Application for submission of RFP for Design, Development, Implementation, Operation & Maintenance of WDRA Portal of WDRA

Dear Sir/Madam,

Concerning your RFP dated we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. We acknowledge that WDRA will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for the aforesaid Project and me/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

2. The Bid is being submitted and submissions in this letter are being made for the express purpose of our selection as the Successful Bidder for the aforesaid Project.

3. We shall make available to WDRA any additional information it may find necessary, require supplementing, or authenticate the submissions.

4. I/We acknowledge the right of the WDRA to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.

5. We declare that:

a) We have examined and have no reservations to the RFP, including any addendum issued by the WDRA.

b) We do not have any Conflict of Interest

c) 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 with WDRA or any other public sector enterprise or any Government, Central or other government.



d) We hereby certify that I/we have taken steps to ensure that no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and

6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders

7. We believe that I/we and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.

8. We certify that regarding matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast doubt on our ability to undertake the Project or which relates to a grave offense that outrages the moral sense of the community.

9. We further certify that regarding matters relating to security and integrity of the country, we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.

10. We further certify that no investigation by a Government Body is pending either against us or against our CEO/Partners or any of our directors/managers/employees.

11. We undertake that in the case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate WDRA of the same immediately.

12. We agree and undertake to abide by all the terms and conditions of the RFP.

13. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Bid is not opened or rejected.

14. We hereby submit our Bid for undertaking the aforesaid Project following the Bidding Documents

Yours faithfully,

Date:

Signature of the Authorized Signatory

Name and designation of the Authorized Signatory

Name and Seal of the Applicant



Form 2: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in the following format.

Template for Pre-Bid Queries										
Ι.	П.	III.	IV.	V.	VI.	VII.				
#	Volume No	Section (Name)	Page No	Clause No	Statemen t as per tender document	Query by Bidder				
1										
2										
3										
4										
5										

Table 9: Template for Pre-Bid Queries

Note:

- If information is missing in any of the column for a particular query that query will not be admitted
- Pre-Bid Query submitted in Excel format will only be permitted
- The Pre-Bid queries to be sent to the email Id of the contact person as mentioned in the Data Sheet of Volume I of this RFP



8 Annexure – 2: Formats for Submission of the Pre-Qualification Proposal

Compliance Sheet for Pre-Qualification Proposal

	Compliance	Sheet for Pre- Qualification Proposal for WDR	A Portal	
#	Section Heading	Details	Compliance (Yes/No)	Reference & Page No
	Complia	ance Sheet for Pre-Qualification Proposal for N	ISP	
1	Pre-Qualification Proposal covering letter	As per format provided in Form 1 Annexure 2 of Volume I of this RFP		
2	Profile of the Bidding Firms	As per format Provided In Form 2 Annexure 2 of Volume I of this RFP along with certificate of incorporation, PAN, and GST		
3	Summary of Pre- Qualification citations	Summary of Pre-Qualification Citations as per format Provided in Form 3 Annexure 2		
4	Pre-Qualification Citations	Pre-Qualification Citations table as mentioned in Form 4 Annexure 2 of Volume I of this RFP with response and reference against each criterion		
5	Self-Certificate for Non- Blacklisting (Bidder)	As per format Provided In Form 5 Annexure 2 of Volume I of this RFP		
6	No Deviation Certificate	As per format Provided In Form 6 Annexure 2 of Volume I of this RFP		
7	Total Responsibility Certificate	As per format Provided In Form 7 Annexure 2 of Volume I of this RFP		
8	Bank Guarantee Format for EMD	Scanned Copy of EMD. As per format provided in Form 9 Annexure 2 of Volume I of this RFP		
9	Authorization Letter (Bidder)	Scanned Copy of Authorization Letter. As per Format provided in Form 10 Annexure 2 of Volume I of this RFP		
10	Turnover and Positive Net Worth	Certificate by Statutory Auditor or CA on their letterhead		
11	Certifications	 CMMi 3 ISO 9001:2008/ ISO 9001:2015 ISO/IEC 27001:2013 ISO/IEC 20000:2018 		

Table 10: Compliance Sheet for Pre- Qualification Proposal



Form 1: Pre-Qualification Proposal Covering Letter

<Location, Date>

Τo,

<<Designation of Officer>>, Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016.

Subject: Submission of the Pre-Qualification Proposal for < "Name of the Proposal">

Dear Sir,

We, the undersigned, offer to provide Design, Development, Implementation, Operation & Maintenance of WDRA Portal with reference to your Request for Proposal dated **<insert date>** and our Proposal. We are hereby submitting our Pre-Qualification Proposal.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



Form 2: Profile of the Bidding Firms

	Profile of Bidding Firms for WDR	RA Portal
#	Particulars	Details
1	Name of Firm/Entity	
2	Type of Entity [Company/LLP]	
3	Year of Incorporation/Registration in India	
4	CIN number (in case of company)	
5	PAN number	
6	GST registration number	
7	Registered office address	
8	Official mail for correspondence	
9	Specify which of the following documents have been attached:	
	Companies:	
	Certificate of Incorporation AND	
	Copy of the Memorandum and Articles of	
	Association	
	OR	
	Limited liability partnership:	
	Certificate of registration and Partnership Deed	

Table 11: Profile of Bidding Firms

Place:

Date:

Signature of the Authorized Signatory

Name and designation of the Authorized Signatory



Form 3: Summary of Pre-Qualification Citations (To be used for MSP)

	Summary of Pre-Qualification Citations for WDRA Portal									
S. No	Assignment Name	Award Date (Month/Year)	Completed (Yes/No)	Value of the Assignment (In INR)						
1										
2										
3										
4										
5										

Table 12: Summary of Pre-Qualification Citations



Form 4: Pre-Qualification Citations (To be used for MSP)

	Pre-Qualification Citations for WDRA	Portal
#	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name and Brief Description	
3.	Name of Client and Address	
4.	Contact Details (Contact Name, Address, Telephone Number)	
5.	Approximate Value of the Contract	
6.	Duration of Assignment (months)	
7.	Award Date (month / year)	
8.	Completion Date (month / year)	
9.	Details of Work that defines the scope relevant to the requirement specifying Proposed Product / Solution / criteria (for which citation has been provided)	
10.	Documentary evidence attached	

Table 13: Pre-Qualification Citations



Form 5: Self-Certificate for Non-Blacklisting Clause (To be used for MSP)

Date: XX/XX/XXXX

Τo,

Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016.

Subject: Declaration of not having been blacklisted by any Central/State Government and or PSU

We confirm that our Company **<<Name of Bidder>>** as on date of submission of the proposal has not been blacklisted by any Central /State Government and/or PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Signature Name & Designation of the Authorized Signatory

Address:

Seal:

Date:

Form 6: No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, and Technical Requirements Specification), Legal or Commercial aspects in either direct or indirect form.

(Authorized Signatory)

Signature: Name: Designation: Address:

Seal:

Date:



Form 7: Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP. Additionally, we completely understand and can deliver the entire scope of work as mentioned in the RFP. We also ensure that we have the capability to deliver it solely.

(Authorized Signatory)

Signature:	
Name:	
Designation:	
Address:	
Seal:	
Date:	



Form 8: Template for Integrity Pact

(To be submitted by the Bidder at the time of signing of contract)

Integrity Pact

This Integrity Pact is entered into by and between **Warehousing Development and Regulatory Authority**, having its office located at **4th Floor**, **NCUI Building**, **3**, **Siri Institutional Area August Kranti Marg**, **Hauz Khas New Delhi-110016**. (Herein after referred to as the "Purchaser," which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part.

AND

<Name of Company>, a Company incorporated <<Act>>, having its registered office at <Address> (hereinafter referred to as "Bidder" which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract for Creation of e-WDRA Portal through an open tender process and has issued RFP bearing number <<Tender Number>>. The Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Vendor(s) Contractor(s).

To achieve these goals, the Purchaser wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Purchaser

- 1. The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i. No employee of the Purchaser, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii. The Purchaser will during this tender process treat all Bidder(s) with equity and reason. The Purchaser will in particular, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - iii. The Purchaser will exclude from the process all known prejudiced persons.
- 2. If the Purchaser obtains information on the conduct of any of its officer's employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Section 2- Commitments of the Bidder

- 1. The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- 2. The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Purchaser's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- 3. The Bidder will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- 4. The Bidder will not commit any offence under the Indian Penal Code 1860 and or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- 5. The Bidder will, when presenting its proposal, disclose all payments it has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- 6. The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favors to the Bidder.
- 7. The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employee's Directors/management representatives of the Bidder who have family relationships with the employees or officers of the Purchaser.
- 8. The Bidder shall disclose the circumstances, arrangements, undertakings, or relationships that constitute, or may be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Purchaser. Bidder and its employees, agents, advisors, and any other person associated with the Bidder shall not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Purchaser or any other interests during this tender process or through operation of the Agreement.
- 9. The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- 10. The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put



his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- 1. If the Purchaser has disqualified the Bidder from this tender process prior to the award according to Section 3, the Purchaser is entitled to forfeit the Earnest Money Deposit/Proposal Security deposited by the Bidder.
- 2. If the Purchaser has terminated the Agreement according to Section 3, or if the Purchaser is entitled to terminate the Agreement according to Section 3, the Purchaser shall be entitled to demand and recover from the Bidder Vendor the amount equivalent to Security Deposit Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government State Government or Central PSU entity in India or any entity in any other country conforming to the anti -corruption approach that could justify Bidder's exclusion from this tender process.
- 2. If the Bidder makes incorrect statement on this subject or hides any material information, the Purchaser is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all subcontractors of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Purchaser before signing of the Agreement with the Purchaser.
- b) Only if the Bidder has entered into this Integrity Pact with the Purchaser, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- c) The Purchaser will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder

If the Purchaser obtains knowledge of conduct of the Bidder or its Subcontractor, or of an employee or a representative or an associate of the Bidder or Subcontractor which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- 1. The Purchaser appoints <Details> as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 2. The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to <Details>.



- 3. The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Purchaser including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder of Vendor with confidentiality.
- 4. The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Purchaser and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Purchaser and request the Purchaser to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 6. The Monitor will submit a written report to the Purchaser within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Purchaser, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Purchaser has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

- 1. This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other Bidders, 6 months after the execution of the Agreement with the Vendor.
- 2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Purchaser.

Section 10: Other Provisions

- 1. This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Purchaser first above written, i.e., New Delhi.
- 2. Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- 3. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.



Volume I: Instruction to Bidders, Qualifying and Selection Criteria

For & On Behalf of the Purchaser

(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

For & On Behalf of the Bidder

(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):



Form 9: Bank Guarantee Format for Earnest Money Deposit (EMD)

Τo,

<Designation>

Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016.

Whereas **<<Name of the Bidder>>** (hereinafter called 'the Bidder') has submitted the proposal for Submission of RFP **<<RFP Number>>** dated **<<Date>>** for Design, Development, Implementation, Operation & Maintenance of WDRA Portal (hereinafter called "the Proposal") to **<<**Nodal Agency>>

Know all Persons by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the proposal and during the proposal validity period or its extended period.
- In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- If the Bidder is found indulging in any corrupt, fraudulent, or other malpractice in respect of the proposal; or
- If there is a discrepancy between words and figures quoted by the Bidder and the Bidder does not accept that the amount in words prevails over amount in figure.
- If the documents information provided by the Bidder during the proposal process is found to be incorrect, false, or misleading.
- Bidder fails to fulfill the terms and conditions of the bid document.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of the conditions mentioned above and specifying the occurred condition or conditions.

This guarantee will remain in force up to **<<insert date>>** and including **<<extra time over and above mandated in the RFP>>** from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.



NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

- 1. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> (Rupees <<Amount in words>> only)
- 2. This Bank Guarantee shall be valid up to <<insert date>>
- 3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before **<<insert date>>** failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



Form 10: Authorization Letter for Representative of Bidder

Documental evidence demonstrating that the representative is an Authorized signatory of the bidder and is duly authorized to sign.

The authorization shall be in the form of a written **power of attorney** or copy of **board resolution** or in any other form demonstrating that the representative has been duly authorized to sign.

Please provide **Power of Attorney / Board Resolution** in the format provided below:

Format of Power of Attorney

(For LLP firm)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr. / Ms. [name], son/ daughter/ wife of [name], who is presently employed with us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the – Authorized Representative), with power to sub- delegate, in writing, 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 in response to the RFP no. ****** dated ****** floated by Warehousing Development and Regulatory 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 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 until accepting the Work Order 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 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.

He / She be and is hereby also authorized for signing aforesaid RFP documents as well as to complete all required formalities in respect of aforesaid RFP and our firm M/s. (Firm name) is fully responsible for along with all acts of him/her as well.

In witness whereof we,	[name of organization], the above-named
principal have executed this power of attorney on this _	[date in words] day of
[month] [year in yyy	vy format].

For [name and registered address of organization]

[Signature] [Name]

[Designation]

Witnesses:



- 1. [Signature, name, and address of witness]
- 2. [Signature, name, and address of Witness] Accepted

Notes:

- 1. 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 seal affixed in accordance with the required procedure.
- 2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.



Form 11: Turnover and Positive Net Worth (To be used for MSP)

Using the format below, provide information of the turnover of your firm, duly certified by the Chartered Accountant / Auditor

Financial Year	Turnover from IT system integration services, software consultancy, software development & implementation service (INR Crore)	Net worth (INR Crore)
FY 2020-21 (a)		
FY 2021-22 (b)		
FY 2022-23 (c)		

te: Supporting documents to be attached:

- Audited financial statements of the Bidder from financial years FY 2020-21, FY 2021-22 & FY 2022-23. (Only main/relevant pages of Balance Sheet and P & L; without schedules; to be provided. Documents to have evidence of signing by Auditors).
- The turnover data shall be in consistent with the Audited Balance Sheets / P & L

Table 14: Turnover and Positive Net Worth

Place:

Date:

Seal and signature of the bidder

Seal & signature of Chartered Accountant / Auditor (with UDIN)



9 Annexure – 3: Formats for Submission of the Technical Proposal

Compliance Sheet for Technical Proposal

#	Section heading	Details	Compliance (Yes/No)	Reference & Page No
1	Technical Proposal covering letter	As per format provided in Form 1 Annexure 3 of Volume I of this RFP		
2	Summary of Bidder's Experience	Summary of technical citations as per Format Provided in Form 2 Annexure 3 of Volume I of this RFP		
3	Citations as per Experience (Bidder)	Citation needs to be provided as per format provided in Form 3 Annexure 3 of Volume I of this RFP		
4	Approach and Methodology	As per Form 4 Annexure 3 of Volume I of this RFP, Bidder needs to elaborate on its understanding of the Project as per the scope of this RFP.		
5	Project Plan	As per format provided in Form 5 Annexure 3 of Volume I of this RFP		
6	Curriculum Vitae (CV) of Key Personnel	CV's as per format provided in Form <u>6 Annexure 3</u> of Volume I of this RFP. CV of any individual should not exceed 5 pages.		
7	Resource Deployment Plan	As per format provided in of Volume I of this RFP in <u>Annexure 3</u> , Form 7		

Table 15: Compliance Sheet for Technical Proposal



Form 1: Technical Proposal Covering Letter

Τo,

<Designation> Warehousing Development and Regulatory Authority 4th Floor, NCUI Building, 3, Siri Institutional Area August Kranti Marg, Hauz Khas New Delhi-110016.

Subject: Submission of the Technical Proposal for Design, Development, Implementation, Operation & Maintenance of WDRA Portal

Dear Sir,

We, the undersigned, offer to provide Design, Development, Implementation, Operation & Maintenance services for WDRA Portal with reference to your Request for Proposal dated <insert date> and our proposal. We are hereby submitting our proposal, which includes Pre-Qualification Proposal, Technical Proposal and the Commercial Proposal sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature: Name: Designation: Address: Seal: Date:



Form 2: Summary of Citations for Technical Evaluation

	Summary of Citations for Technical Evaluation									
#	Assignment Name	Award Date (Month/Year)	Government (Center / State)/ PSU / Global	Status (Complete / Partially Complete	Domain	Value of the Assignment (INR)				
	Category 1: Experience of working on Digital Transformation Projects (Design, Development, Implementation, Operations & Maintenance) with Central Government/State Government/PSU in India with minimum value of INR 8 Cr each initiated/executed in last 7 Financial years i.e., FY 2016- 17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23.									
1										
2										
a	Category 2: Experience in implementing Emerging Technology Solutions in the field of ERP, BI, Portal, and Cloud Deployment with minimum value greater than 5 Cr each initiated/executed in last 7 Financial years i.e., FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23.									
1										
2										

Table 16: Summary of Citations for Technical Evaluation

Note: Please note in case the project is partially complete, the realized value of the project as on date of submission of the RFP shall be considered. The same needs to be supported by Statutory Certificate by Auditor / CA Certificate



Form 3: Bidder's Experience – Citations for Technical Evaluation (To be used for MSP)

Following table shall be filled with the details of the Bidder

	Citation Format for Technical Evaluation								
#	Item	Bidder's Response							
1	Name of Bidder entity								
2	Assignment Name and Brief Description								
3	Name of Client and Address								
4	Contact Details (Contact Name, Address, Telephone Number)								
5	Approximate Value of the Contract								
6	Duration of Assignment (months)								
7	Award Date (month / year)								
8	Completion Date (month / year)								
9	Details of Work that defines the scope relevant to the requirement specifying Proposed Product / Solution / criteria (for which citation has been provided)								
10	Documentary Evidence attached								

Table 17: Citation Format for Technical Evaluation



Form 4: Approach and Methodology

[It is required to present your write up for Technical Proposal within 4000 words (duly sealed and signed) covering all components. In case the document is more than 4000 words, only the first 4000 words will be considered]

Various components under the Section can be divided into below components:

1. Understanding of Terms of Reference (TOR)

In this sub-section the Bidder shall clearly state its understanding of the TOR and highlight its important aspects. The Bidder may supplement various requirements of the TOR and make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR.

2. Approach & Methodology

In this sub-section you should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance, and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted.

It should also cover other aspects as under:

- 1. In this part, deployment of global best practice, project governance, monitoring and challenges with respect to implementation can be exhibited.
- 2. The problems being addressed and their importance, and the approach that would be adopted can be highlighted.
- 3. Solution Design, Technical architecture, Project plan, Resource Deployment and USP.
- 4. Understanding of the Term of Reference and Existing Solution, solution designing, proposed technology stack along with granularity of implementation plan as per form 5 of Annexure 3 of this RFP



Form 5: Detailed Project Implementation Plan

	Project Implementation Plan												
#	Activity		Months										
#	Activity	1	2	3	4	5	-	-	-	I	I	-	n
1.													
2.													
3.													
4.													
5.													
6.													
7.													

Table 18: Project Implementation Plan



Criteria

Form 6: Curriculum Vitae (CV) Format of Key Personnel

- 1. Name of Firm:
- 2. Name of Staff:
- 3. Contact Details:
- 4. Designation:
- 5. Areas of Expertise:
- 6. Total Years of Experience:
- 7. Nationality:
- 8. Education:

#	Degree Obtained	Institution	Dates
1	Post – Graduation		
2	Graduation		

9. Membership of Professional Associations and Certifications

10. Other Training:

11. Countries of Work Experience:

12. Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing]

#	Languages	Speak	Read	Write
1.	English			
2.	Hindi			

13. Employment Record:

From / To	
Employer	
Position held	
Key Duties Assigned	

From / To	
Employer	
Position held	
Key Duties Assigned	

From / To	
Employer	
Position held	
Key Duties Assigned	

From / To	
Employer	
Position held	
Key Duties Assigned	



14. Work Undertaken that best illustrates capability to handle the tasks assigned:

Name of assignment or	
project:	
Year:	
Location:	
Client:	
Main project features:	
Positions held:	
Activities performed:	

Note:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the qualifications, and experience of the proposed personnel. I understand that any wilful misstatement described herein may lead to the disqualification or dismal from the assignment.

Place:

Date:

(Signature of the bidder's authorized representative)



Form 7: Resource Deployment Plan -Development & Implementation

	Resource Deployment Plan														
#	Role	Name		Period (Months)								Total man- month proposed	Distribu Tot		
			M1	M2	M3	M4	M5	M6	M7	M8			Total	Onsite	Offsi
															te
1.															
2.															
3.															
4.															
5.															
6.	<add< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></add<>														
	more														
	rows>														
Tot	tal														

Table 20: Resource Deployment Plan Development Phase

Please add / modify the columns as required.



Volume I: Instruction to Bidders, Qualifying and Selection

Form 8: Resource Deployment Plan – WDRA Portal O&M Phase

Criteria

	Resource Deployment Plan – WDRA Portal O&M Phase											
#	Role	Name	Operation & Maintenance Period (3 Years)			Total person- month proposed	Distributio	on of Total				
			Year 1 (12 months)	Year 2 (12 months)	Year 3 (12 months)	Total	Onsite	Offshore				
1.												
2.												
3.												
4.												
5.												
6.	<add< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></add<>											
	more											
	rows>											

Table 19: Resource Deployment Plan – WDRA Portal O&M Phase

Form 8A: Resource Deployment Plan – User and Helpdesk (Development & O&M Phase)

		Resource Deployment Plan – WDRA Portal User and Helpdesk Support Phase										
#	Role	Name	User and Helpdesk Support (3 Years)		8 Years)	Total person- month proposed	Distributi	on of Total				
			Six Months	Year 1 (12 months)	Year 2 (12 months)	Year 3 (12 months)	Total	Onsite	Offshore			
1.												
2.												
3.												
4.												
5.												
6.	<add< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></add<>											
	more rows>											

Table 20: Resource Deployment Plan – WDRA User and Helpdesk Support Phase

Note:

- 1. The Resource deployment plan includes not only the names of key personnel but will also include all other project team members including the development team
- 2. In the Period (Months/Years) cells enter the number of man-months the resource will be deployed for
- 3. While the resource deployment plan is based on roles, the Bidder needs to include the names and CVs of the key personnel proposed to be deployed on the project.

10 Annexure – 4: Formats for Submission of the Commercial Proposal

Form 1: Commercial Proposal Covering Letter To,

<Designation>

<Address>

Subject: Submission of the Commercial Proposal for "<Name of the RFP>"

Dear Sir/Madam,

We, the undersigned, offer to provide the IT System Services for Design, Development, Implementation, Operation & Maintenance of WDRA Portal in accordance with your Request for Proposal dated **<<Date>>** and our proposal. Our attached Commercial Proposal is for **<<Amount in words and figures>>**. This amount is inclusive of all the taxes.

- 1. PRICE AND VALIDITY
 - All the prices mentioned in our proposal are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this proposal are valid for a period of 360 days calendar days from the date of opening of the proposal.
 - We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
 - We understand that the actual payment would be made as per the prevailing tax provisions during the time of payment.
- 2. RFP PRICING

We further confirm that the prices stated in our proposal are in accordance with your Instruction to Bidders included in RFP documents.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our proposal, we agree to furnish the same in time to your satisfaction.

4. PROPOSAL PRICE

We declare that our Proposal Price is for the entire scope of the work as specified in all the Volumes of this RFP and Annexures thereto. Our proposal prices are mentioned in the submitted Commercial Proposal.

5. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Annexure-5 of Volume I.

Our Commercial Proposal shall be binding upon us subject up to expiration of the validity period of the proposal, i.e., [Date]

We understand you are not bound to accept any proposal you receive.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

Signature: Name: Designation: Address: Seal: Date:

Form 2: Summary of Cost Components

This is the summary table of Commercial Proposal for this RFP. All expenses related to travelling, lodging, boarding and other expenses, if not specified in the RFP, will have to be borne by the Bidder. All amounts are in INR. All the applicable taxes shall be paid by Purchaser on actual as per the tax rates prevailing on the date of invoicing.

#	Line Item Total Price (INR)								
	A. Application Development and Implementation								
A1	Design, development, and implementation of modules for WDRA Portal								
A2	Product License Cost								
	Sub-Total of A (excluding of GST) (in figures)								
*Bidd	*Bidder is requested to provide the blended man-month rate for estimation during change request.								

B. Training and Capacity Building	
Sub-Total of B (excluding of GST) (in figures)	

C. Application Support and Helpdesk for 3 years				
C1	Application Support (Year wise breakdown to be Provided as per format in Form 3, Annexure 4)			
C2	L1 and L2 Helpdesk Support (Year wise breakdown to be Provided as per format in Form 3, Annexure 4)			
Sub-Total of C (excluding of GST) (in figures)				
*Blended rate for L1 and L2 shall be calculated as per the below formula = price quoted for 3 years under < <l1 l2="" level="" support="">>/ number of persons deployed as per Section 6.6 of Volume II</l1>				

D. Blended Man month rate (In case of requirement of change request for this project, the unit rate provided would be multiplied by 100-man months for the purpose of estimation of cost under this component of RFP). For any change request, the bidder shall follow the guidelines as mentioned in Section 5.2 and Annexure C Vol-II of this RFP as well as Annexure 6 i.e., Change Control Notice Form in Vol-I of this RFP.
Sub-Total of D (excluding of GST) (in figures)

Total Cost (excluding of GST) (in figures) (A+B+C+D)Total Cost (Including of GST) (in figures)Total Cost (excluding of GST) (in words) (A+B+C+D)Total Cost (Including of GST) (in words)

Form 3: Cost Components for Application Support and Helpdesk for 3 years

		Help	Desk Services Sup	port Team Year W	ise Costing
	Development Phase		Support Phase		
Support Team	Siz	x Months	Year 1 Cost	Year 2 Cost	Year 3 Cost
L1					
L2					
Subtotal					
Total (C2)					

Table 21: Help Desk Services Support Team Year Wise Costing

Year Wise Costing for Proposed Resources for Application Support Phase (O&M)				
#	Resource Type (Role)	Year 1 Cost	Year 2 Cost	Year 3 Cost
1.	Project Manager			
2.	Business Analyst			
3.	DBA			
4.	Quality Testing Manager			
5.	Senior Developer			
6.	Junior Developer			
7.	System Expert			
8.	Security Architect			
9.	Analytics Expert			
10.	DevOps			
	Sub Total			
	Total (C1)			

Table 22: Year Wise Costing for Proposed Resources for Application Support Phase

11 Annexure – 5: Performance Bank Guarantee Format PERFORMANCE SECURITY:

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id>

Whereas <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Business services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, **<Name of Bank>** a banking company incorporated and having its head/registered office at **<Address of Registered Office>** and having one of its offices at **<Address of Local Office>** have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

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

This Guarantee shall be valid until <<Insert Date>>

Not with standing anything contained herein:

- 1. Our liability under this bank guarantee shall not exceed INR<Insert Value> (Rupees <Insert Value in Words> only).
- 2. This bank guarantee shall be valid up to <Insert Expiry Date>
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease to exist.

12 Annexure – 6: Change Control Notice Form

Change Control Note	CCN Number:			
Part A: Initiation				
Title:				
Originator:				
Sponsor:				
Date of Initiation:				
Details of Proposed Change				
(To include reason for change and appropria	ate details/spec	fications. Identify any attachments as A1		
and A2.)				
Authorized by:	Date:			
Name:				
Signature:	Date:			
Received by the SI				
Name:				
Signature:				
Change Control Note		CCN Number:		
Part B: Evaluation				
(Identify any attachments as B1, B2, and B3 etc.)				
Changes to Services, charging structure, payment profile, documentation, training, service levels and				
component working arrangements and any other contractual issue.				
Brief Description of Solution:				

Impact:			
Deliverables:			
Timetable:			
Charges for Implementation:			
(Including a schedule of payments)			
Other Relevant Information:			
(Including value-added and acceptance criteria)			
Authorized by the Bidder	Date:		
Name:			
Signature:			

Table 23: Change Control Notice Form