



E-Bid Document

Request for Proposal (RFP)

for

**Selection of Consultant for Development and Implementation
of Building Plan Management System for YEIDA**

Location: Gautam Budh Nagar District, Uttar Pradesh

Reference No: YEIDA/SYSTEM/151/2021

Date: 18/05/2021

Issued by:



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, P-2, Sector- Omega I,

Greater YEIDA, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308

Tel: +91.120.2395153/7/8, Fax: +91.120.2395150

Website: www.yamunaexpresswayauthority.com

Note: The RFP document on the YEIDA website for “Request for Proposal (RFP) for Selection of Consultant for Development and Implementation of Building Plan Management System for YEIDA” is only for reference. Please refer to the U.P. etender portal for complete set of documents (<https://etender.up.nic.in/>). All bidders are to submit their bids through the U.P. e-tender portal.



Yamuna Expressway Industrial Development Authority
First Floor, Commercial Complex, Sector-Omega 1, (P-2),
Greater Noida City, Dist.-Gautam Budh Nagar, Ph. 0120-2395152
Website : www.yamunaexpresswayauthority.com

Reference No.: YEIDA/SYSTEM/151/2021 Dated: 12/05/2021

Request for Proposal (RFP) for Selection of Consultant for Development and Implementation of Building Plan Management System for YEIDA

Detailed RFP document is available on the E-Procurement Portal of Government of UP [<https://etender.up.nic.in/>] and Yamuna Expressway Industrial Development Authority's website [<http://www.yamunaexpresswayauthority.com>] from **12/05/2021, 1100 hrs (IST)**. The authority seeks selection of Agency for design, implementation and maintenance of Citizen Charter Portal (Application) & Website for YEIDA.

Interested Applicants are required to submit their proposal online on the E-procurement website on or before **16/06/2021, 1700 hrs (IST) as per clause 3.7 of the RFP document**. In case of any queries, the Bidders are invited to contact on the following email id and number as per the clause 3.7 and 3.9 of the RFP.

Email: mgrsystem@yamunaexpresswayauthority.com
Phone: +91-9717122488

OSD, YEIDA

Disclaimer

This e-Bid document for “Selection of Consultant for Development and Implementation of Building Plan Management System (BPMS) for YEIDA” contains brief information about the scope of work and selection process for the Successful Bidder (or “Consultant”). The purpose of the e- Bid document is to provide the Bidder/ Consultant with information to assist the formulation of their application (the “Application”). The services related to the Consultancy Services as envisaged by the Authority will further be known as the “Project”.

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition.

Yamuna Expressway Industrial Development Authority (“YEIDA”), its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Bid or arising in any way in this selection process.

YEIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. YEIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this e-Bid.

Data Sheet

1	Name of the Bid	Selection of Consultant for Development and Implementation of Building Plan Management System for YEIDA
2	Method of selection	Combined Quality Cum Cost Based Selection (CQCCBS): 70:30
3	Time-period of contract	6 months for Design & development (Go-live) of BPMS solution for YEIDA. 3 Years for Annual Maintenance Contract (AMC) post Go-live
4	Bid Processing Fee	INR 10,000 + 18% G.S.T. i.e. INR 11,800/- (Eleven Thousand Eight Hundred Only) (through RTGS only) (Non-refundable)
5	Ernest Money Deposit (EMD)	INR 2,00,000/- (Two Lakhs Only) (through RTGS only) (Refundable)
6	Performance Security	10% of the Contract value
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Authority's official for addressing queries and clarifications	OSD Yamuna Expressway Industrial Development Authority First floor, Commercial complex. P-2, Sector- Omega 1 Gautum Budh Nagar, Greater Noida, Uttar Pradesh, 201308 Email: mgrsystem@yamunaexpresswayauthority.com Contact: +91-9717122488 Website: http://yamunaexpresswayauthority.com/
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Consortium	No
13	Sub-contracting	No
14	Joint Venture	No
15	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date	18-05-2021 at 4:00 pm
	Last date of receiving queries	28-05-2021 till 5:00 pm
	Pre-bid conference	02-06-2021 at 11:00 am (In case of virtual meeting, link will be shared on email id of the applicants)
	Bid Start Date	15-06-2021 from 5:00 pm
	Bid Due Date	22-06-2021 till 5:00 pm
	Opening of Technical Bids	24-06-2021 at 11:30 am

	Technical / Concept presentation	To be communicated later
	Opening of Financial Bid	To be communicated later
	Issuance of Letter of Acceptance (LoA)	To be communicated later
16	Account details	For Bid processing fee & EMD Name: Yamuna Expressway Industrial Development Authority Account No: 49960100000032, IFSC Code: BARBOYEIDAX Bank Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP

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1. Background

The YEIDA area is spread around the Yamuna Expressway - a 100m wide and a 165km long expressway on the eastern bank of Yamuna River. Inaugurated in August 2012, the Expressway lies between YEIDA and Agra which has reduced the travel time considerably. The new six-lane (extendable to eight-lane) access-controlled Expressway with brand name of Yamuna Expressway has also opened up a vast area on the eastern bank of Yamuna river for urban and industrial development.

The Yamuna Expressway Industrial Development Authority has been constituted with the objective to secure the planned development of this industrial development area. To achieve this objective, YEIDA intends to optimize on the present potential, enhance investment climate and promote the economic development of the area through creation of a sustainable environment, supported by world-class infrastructure.

The main functions of the Authority included the following:

- Acquisition of land for area development
- Preparation of Master plan for planned development of the industrial development area
- Development of Infrastructure facilities such as drainage, feeder roads, electrification and other facilities in the area

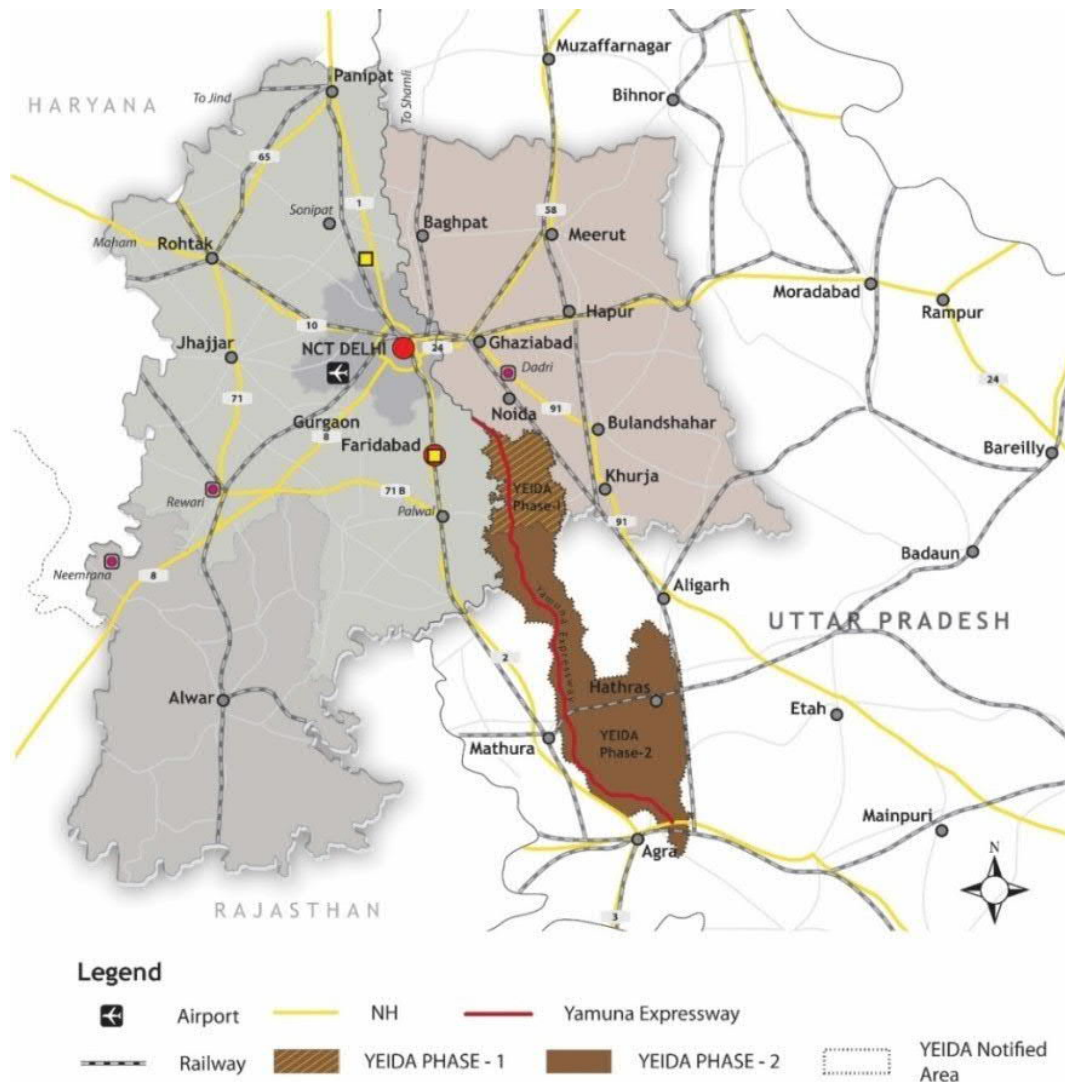


Figure 1: The YEDIA Region

The YEIDA area is spread around the Yamuna Expressway - a 100m wide and a 165km long expressway on the eastern bank of Yamuna River. Inaugurated in August 2012, the Expressway lies

between YEIDA and Agra which has reduced the travel time considerably. The new six-lane (extendable to eight-lane) access-controlled Expressway with brand name of Yamuna Expressway has also opened up a vast area on the eastern bank of Yamuna river for urban and industrial development.

With the development Noida International Airport (near Jewar in YEIDA) the region is inclined to witness various opportunities and advancements in the coming years. In this regard, there will be a lot of real estate development which would require a huge number of approvals to be taken from the Authority. The Authority intend to digitise and automate the building approval processes for effective services to the users.

YEIDA intends to select a consultant for design, develop, customize, implement and maintain of online automated Building Plan Management system (BPMS) (including but not limited to automated scrutiny and approval processes) at YEIDA. The consultant will take all the relevant factors of the project into account including technical, legal, IT etc. The consultant is required to take make a complete study of the existing processes and propose the Building Plan Management System.

1.1. Brief description of the selection process

YEIDA has adopted a two-stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and price bids to be submitted on Proposal Due Date. In the first stage, a technical evaluation will be carried out as specified in Clause **Error! Reference source not found.** In the second stage, a price evaluation will be carried out as specified in Clause 3.9.9 (2). Proposals will finally be ranked according to their combined technical and price scores as specified in Clause 3.9.9. The first ranked Bidder shall be selected for award of contract (the "**Selected Bidder**") while the second ranked Bidder will be kept in reserve

1.2. Communications

All communications including the submission of Proposal should be addressed to:

GM (Planning)

Yamuna Expressway Industrial Development Authority

First floor, Commercial complex. P-2, Sector- Omega 1

Gautam Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Email: gmping@yamunaexpresswayauthority.com

Website: <http://yamunaexpresswayauthority.com/>

2. Terms of Reference

The proposed Building Plan Management System shall re-engineer and automate the end-to-end process from empanelment of architect, Online Documents Submission, Online Fee Payment, Architect Registration, Scrutiny, Building Plan Approval, and Plinth Level Approval to Completion / Occupation Certificate for YEIDA. YEIDA desires that the online Building Plan Management System that is to be developed, should cater to all departments of the Authority. Implementation of the software shall be done at YEIDA office where adequate office space, Internet connectivity, electricity shall be provided for the consultant. The key services required to be provided by the consultant are as follows (but not limited to):

- a) Automated of citizen services related to building plans: scrutiny, plan approval/sanction, issuance of completion certificate
- b) Workflow Management
- c) Integration with existing/proposed citizen charter portal/website
- d) Integration with Nivesh Mitra

Computerized risk based inspection process automation is required for ease of business process for citizen as well as departmental personnel. The consultant will develop an online portal to enable day to day operation of third party (architects, citizens etc.) and in-house inspector. The consultant will also develop an online rating system of registered agencies (architects) in line with the guidelines from MoUD for Ease of Doing Business.

The expectations from the consultant for BPMS are (but:

- i. Design, Supply, Host and Maintain (for 3 years post Go-live) BPMS solution
- ii. Workflow Management System with Online drawing approval utility
- iii. NOCs that need to be provided by the Department needs to be issued through the system
- iv. MIS Dashboard at Corporation, District and State level
- v. Integrate the solution with the existing payment gateway of YEIDA
- vi. YEIDA shall, at their own discretion, undertake an exercise to perform a complete audit of the solution by a third party agency at any time during the contract period. The audit may comprise functional, operational, security, performance requirements etc. The consultant would have to facilitate audit and assessments as and when required in order to procure the security audit certificate.
- vii. The consultant is supposed to provide handholding support to YEIDA officers for a period of one month in order to ensure easy acceptance of the solution by the stakeholders

The detailed scope of work as required by the consultant is as follows (but not limited to):

2.1. Activity-I: Software Requirement Specifications (SRS) Documentation

The Consultant will conduct requirement study on YEIDA and prepare Software Requirement Specifications (SRS) based on the study. The Consultant will furnish a report to be presented to YEIDA and upon approval, the Consultant shall go ahead with the implementation plan.

2.1.1. Deliverables

- i. Study the existing processes and systems for building plan related citizen services (approval, completion certificate, etc) of YEDIA including the method, allottee accounts system, formats and other relevant aspects being used currently for building plans related approvals/certifications
- ii. IT infrastructure and software requirement listing, quantification and specification for effective implementation of BPMS
- iii. Preparation, submission and get approval (from the Authority) of the System Requirement Specification (SRS) of the proposed BPMS solution

2.2. Activity-II: Customization, Configuration and Deployment of Automated Building Plan Scrutiny & Approval System

2.2.1.BPMS

The Consultant shall be responsible to develop or customize the proposed solution to automate the processes related to building plans which involves the survey of the site, work flow for the approval process & scrutiny of the site plan with issuance of appropriate approvals and certificates from respective departments at YEIDA.

There should be provision for geo-tagged images of the site inspection using mobile based solution to validate the ground truth. The module shall enable the architect / owner to register itself and prepare the drawing (site plan in CAD format) on the proposed application. The required NOCs from respective Authorities should be captured online and submitted for the scrutiny.

The workflow should be well defined which clearly showcases at what stage the application has reached to both bidder and applicant. Every application submitted for approval to the department should have a Unique ID which should be generated automatically through the system. The building plan is approved broadly in three stages. These stages occur at the timeline of the development of the building (structure).

1. Pre-approval process: Online Registration of Architects
2. Approval for Inception to Plinth level (Commencement Certificate)
3. Approval for Plinth to Super Structure (Plinth level Approval)
4. Approval for Super Structure to Occupancy certificate

2.2.2.Online registration of Architects

The proposed system should be fully automated and should not have any manual intervention after uploading the file till generation of scrutiny report. There should, however, be a workflow to manage human error in data entry. This module should enable Architects to register with any particular Development Authority/ Municipal Council Online. Already registered users (e.g. architects) details to be incorporated in the system with current status and validity. Necessary supporting documents should be listed and submitted online.

System should enable Government official to fix meeting for original document verification. All steps during processing of file to be intimated to the applicant and concerned official via email and SMS (integration with SMS and Payment gateway to be available).

Online fee payment option to be available for payment of fees. E-Sign feature should be available in the system, which should be Aadhaar authenticated. In case of non-availability of Aadhaar, architect should integrate with digital signature. System should enable online verification of certificate by third party. The system should enable downloading of utility software by registered Architects.

2.2.3. CAD based scrutiny of the Building Plans

- i. The architect / Client plan in soft copy in CAD drawing/ other widely accepted formats to be mapped and evaluated by directly reading the CAD drawings and mapping them to the prevailing building, bye laws and norms as applicable to Authorities.
- ii. Authenticate YEIDA including registered architect to upload drawing at proposed software.
- iii. Architect/ client's line drawing in CAD should be read and area calculation sheet is to be generated by the system to eliminate the human errors. The required tables like area statement, FSI (Floor Space Index) table per building, summary of FSI calculations, opening schedules, water/parking calculations, triangulation area for plot, area block diagram to be generated by the system and should be automatically updated in the drawing.

- iv. A computerized /automated scrutiny report indicating the required/ permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.
- v. There should be system generated list highlighting the entities on which the plan is failing, thereby enabling the Authorities to prepare objection list and inform the client to take necessary actions.
- vi. System should be capable to make list of technical remarks provided by the Authority. Relevant technical remarks will be discussed with the core group members and shall get incorporated in the software within mutually agreed time frame.

2.2.4. System should have following features (but not limited to):

- i. Should address automated building scrutiny of preformatted CAD drawings along with Building plan management in an integrated manner.
- ii. Auto-Detection of structures in the drawing based on usage (e.g. Residential, Industrial, Recreational, Commercial or Residential- Commercial Mixed) and also auto detection of high-rise buildings or low- rise buildings.
- iii. Auto generation of FAR, Area statement, set back, ground coverage, plot area, plot area calculation and schedule of opening directly from drawing.
- iv. Auto hatching of particular objects as per building control rules.
- v. Auto detection of site margins and verification of coverage area.
- vi. Auto-generation of Failed entity report and marking the same on the drawing.
- vii. Plotting of drawing submitted by Architect and processed through software in non- editable format.

2.2.5. Workflow Management

- i. The system should have the inbuilt workflow for each service (transaction and workflow-based services)
- ii. The system should allow respective authority of concerned department to take appropriate decisions. The Government officials should be able to comment/give remarks during the scrutiny process. In case the step wise timelines are not adhered to the system should be capable of escalating the delay to concerned higher official in the organisation
- iii. An interface Application form which the applicants can make electronic submissions of the supporting documents and drawings to the Development Authority.
- iv. Using this interface either at the Development Authority Citizen Service Centers or through Development Authority Licensed Architects, the applicants would be able to submit the necessary documentation and soft copy of the drawings in CAD format.
- v. The system must provide for proper user authentication and access control mechanisms to ensure that only authorized users can access relevant information.
- vi. The system must provide for all submissions to be acknowledged and site visit dates and further approval schedule is to be provided to the architects/ client instantly.
- vii. The system should automatically generate an SMS and email which is sent to the Architect and concerned Field staff if there are any cancellations of site visit, the system should intimate the key relevant people so as to avoid unnecessary wastage of time. Reasons for such cancellation should also be recorded in the system.
- viii. The system should generate MIS to be sent to higher authorities for approval and to make the approval status available online.
- ix. The client/ Architect should be able to review the status of approval online.
- x. The system should have the ability and flexibility to design suitable workflow for the approval process as per the requirements of the Development Authority. The approval workflow should be

as per the workflow being followed by Development Authority's hierarchy and workflow rules should be flexible enough to change as desired.

- xi. System should generate automatically the fee memo/ demand notes based on the submitted Building plan. System should have necessary interfaces for Fee collection and receipt generation. System will be integrated with Payment Gateway provided by bidder.
- xii. The acknowledgment letters, approval letters, deviation or the rejection letters etc should be standardised and system generated.

2.2.6. Deliverables

- i. The approved latest Building By-Laws Rules and regulations of the YEDIA region will be incorporated in the software.
- ii. The system will be developed in which necessary data and soft copy of the drawing in preformatted AutoCAD will be submitted.
- iii. The system needs to be integrated with the existing Nivesh Mitra platform. All the Building Plan related services being offered by YEIDA are required to be linked to BPMS
- iv. The system is required to be integrated with the upcoming YEIDA Citizen Charter Portal/ Application. Building Plan related services may be reflected at the Citizen Charter Portal/Application as part of the services being offered by YEIDA, but the same needs to be linked to the BPMS for automated scrutiny, issuance of certificates etc.
- v. Deployment of the software in a centralized data centre of YEIDA
- vi. The software shall read the soft copies of the drawings submitted in preformatted AutoCAD format and validate it. If the proposals in the drawings are not as per permissible rules and regulations, the software indicate a Complied and Non-Complied report to department, building owner, architect, and administrator.
- vii. Proper user authentication and access control mechanisms will be implemented to ensure that only authorized users can access a particular piece of information.
- viii. The system will have its own MIS report generation and will be integrated with master MIS dashboard. The existing report system has to be studied and modified if necessary.
- ix. SMS and email notification generated by the system about site visit will be given to building inspector and architect.
- x. Conduct Training Session for planning department to understanding of new application.
- xi. Preparation of E-Training Manual in Software Copy, PPT and Hard Copies.
- xii. The consultant is required to share detailed report (specifying specifications, quantity, type of hardware, configuration etc) for hardware necessity of the Authority for effective implementation and functioning of the BPMS.

2.3. Activity-III: Deployment of System, Testing and Go Live

The consultant is responsible for testing the solution. The solution testing shall include Unit Testing, System Testing, Performance Testing, Integration Testing etc. The Consultant shall submit to YEIDA the testing approach and plan and make necessary amendments, if requested. The consultant shall perform the testing of the solution based on the test plan, document the results and shall fix the bugs found during the testing. Though YEIDA is required to review the test plan, it is the ultimate responsibility of the consultant to ensure that the end product delivered meets all the requirements (including functional and technical requirements) of the Project as specified in the RFP. The consultant shall after development and customization/configuration of the integrated solution, conduct tests to demonstrate that the system meets all the requirements (functional and technical), specifications as brought out in this RFP along with integration with the payment gateway.

The BPMS solution is required to be hosted by cloud platform. The cloud platform should be scalable, reliable, secure and have provision of Backup. The solution should be deployable on cloud (IaaS) and the cloud service provider should be adhering to the prevailing guidelines laid by Govt. of India. The

Application shall formulate an effective back-up strategy and disaster recovery plan and shall be responsible for implementing the same at the time of commissioning of Application. The specification of the servers shall be designed to ensure high availability of servers. All the major servers should be configured in such a way that there is no single point of failure.

2.3.1. System Acceptance

The Consultant shall develop acceptance test procedures and the same will need to be approved by YEIDA. The purpose of this acceptance is to ensure conformance by the users to the required process operations, response time, and integrity of the software after installation, and to eliminate any operational bugs. This will include:

- i. Consultant to assist the YEIDA to develop user acceptance test cases.
- ii. Consultant shall deploy the solution in the test environment.
- iii. Consultant shall resolve the defects / bugs users identified during testing.
- iv. Consultant shall re-test the solution to ensure closure of identified defects / bugs.
- v. Consultant shall assist the users during acceptance testing.
- vi. After the defects are resolved, consultant shall deploy the solutions on the production environment.
- vii. Fine tuning of the software, ensuring all required related component software are installed and any debugging required.
- viii. At the satisfactory conclusion of these Acceptance Tests to the satisfaction of YEIDA, the commissioning/ implementation of the software shall be considered to be ready.
- ix. Post testing, approval and acceptance by the Authority the consultant is required to sign License agreement with the Authority, allowing the Authority to have full ownership rights of the BPMS solution

2.3.2. Documentation

The Consultant shall prepare/update the documents including Detailed Design, Test Cases & Results, User Manuals, Operations Manual, Administrator Manual, Security Policy, Licensing etc. as per notified standards. The Consultant shall obtain the sign-off from YEIDA for all the documents submitted for this Project and shall make necessary changes as recommended by YEIDA before submitting the final version of the documents.

Key Documents Required are:

- i. Configuration Documentation: Consisting of system setting and parameters for each function modules.
- ii. User Manual including system instruction and use cases, running of a program to perform specific task in the system with sample reports, screen formats etc.
- iii. Program flow and Description.
- iv. Any other documentation required for usage of implemented solution at each location
- v. System operational procedure manuals.
- vi. The Consultant shall provide minimum three hard copies and two soft copies on (two different CDs/USBs) of the above mentioned manuals.

Consultant shall prepare and submit all the documentation before provisional 'Go-Live' and also ensure that a periodic revision of the documents to reflect any changes in the system and / or processes are also done and submitted to YEIDA.

2.4. Activity-IV: Annual Maintenance Support

The Consultant shall be required to provide operational & maintenance services for Solution including, but not limited to, production monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/problems raised by the users for problems/bugs in the application etc. The Consultant shall keep the application

software in high availability mode meeting the requirements defined by the YEIDA from time to time based on functional, administrative or legislative priorities, perform any changes and upgrades to applications as requested by the YEIDA and required for achieving the project objectives. The Operation and Maintenance (O&M) period shall be for 3 years from the date of Go-Live of the BPMS solution, further extendable on mutual agreement of both the agencies

2.4.1. Application Software Maintenance

The Consultant shall ensure compliance to uptime and performance requirements of Project solution per Clause 2.4 of the RFP and any upgrades/major changes to the software shall be accordingly planned and implemented by Consultant at no additional cost for ensuring smooth functioning of all components.

- i. The Consultant shall address all the errors/bugs/gaps in the functionality offered by solution at no additional cost during the operations & maintenance period.
- ii. For performing of any functional changes to system that are deviating from the signed-off Functional Requirements/System Requirements, a separate Change request shall be raised by the Consultant and the changes in the software shall be implemented accordingly. The time period for implementation of change shall be mutually decided between Consultant and YEIDA.
- iii. In case there is a change request in the scope of work, the Consultant shall get it approved by YEIDA for the additional cost, effort and implementation time.

2.4.2. Problem identification and Resolution

- i. Identification and resolution of application problems (e.g. system malfunctions, performance problems and data corruption etc.) shall be part of Consultant's responsibility.
- ii. The Consultant shall also be responsible to rectify the defects pointed out by the Project Monitoring Body to be setup by YEIDA and carry out the enhancements suggested by such body, as a result of the its feedback, during the O&M period. This shall be at no additional cost to YEIDA, in so far as the enhancements relate to items of work falling within the purview of the defined Scope of Work for the Consultant.
- iii. Resolution of incidents/problem logs created by the users of the application

2.4.3. Planned Maintenance, Uptime and Downtime

- i. The Consultant will be required to schedule 'planned maintenance time' with prior approval of Authority. This will be planned outside working time. In exceptional circumstances, Authority may allow the Consultant to plan scheduled downtime in the working hours.
- ii. "Uptime" shall mean the time period for which the BPMS and its related components with specified technical and service standards are available for the application.
- iii. "Downtime" shall mean the time period for which the specified services are not available for the Users, the scheduled outages / Planned Maintenance time planned in advance for application. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.
- iv. Uptime, in percentage, can be calculated as:

$$\text{Uptime} = [1 - \{(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})\}] * 100$$

2.4.4. Software Change & Version Control

All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:

- i. Appropriate communication on change required has taken place
- ii. Proper approvals have been received
- iii. Schedules have been adjusted to minimize impact on the production environment

The Consultant shall define the Software Change Management & Version control process and obtain approval for the same from YEIDA. For any changes to the software, the Consultant has to prepare

detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. The Consultant is required to obtain approval from YEIDA for all the proposed changes before implementation of the same into production environment and such documentation is subject to review at the end of each quarter of operations & maintenance support.

2.4.5. Helpdesk Facility

- i. Consultant is expected to establish a helpdesk and provide support in accordance to meet the system support during the O&M period.
- ii. The helpdesk shall be available during complete office hours for both the general public and the Authority.
- iii. Designated staff for the helpdesk must be provided during the O&M along with the escalation matrix.

2.4.6. Maintain configuration documentation

Maintain and update documentation of the software system. Ensure that:

- i. Source code is documented (Any customisation made specific to YEIDA; the intellectual property rights for the same would remain with YEIDA)
- ii. Functional specifications are documented
- iii. User manuals & training manuals are updated to reflect on-going changes/enhancements
- iv. Standard practices are adopted & followed for version control and management.

2.5. Key Professional

2.5.1. Minimum qualifications for key team members for design and implementation BPMS:

#	Role	Years of Experience (minimum)	Desired Qualification and Experience
1	Project Manager * (Team Leader)	15 years	<ul style="list-style-type: none"> • M.Tech in Computer Science with any of the graduation degrees– B.Tech/BSc/BCA • Experience of working on Government Sector projects • Relevant similar projects experience
2	Business Analyst*	5 years	<ul style="list-style-type: none"> • B. Tech / BE/ MCA and MBA • Experience of working on Government Sector projects • Relevant similar projects experience
3	Developer/ Programmer	5 years	<ul style="list-style-type: none"> • B. Tech / BE/ MCA • Experience of working on Government Sector projects • Relevant similar projects experience
4	Software Tester	5 years	<ul style="list-style-type: none"> • B. Tech / BE/ MCA • Experience of working on Government Sector projects • Relevant similar projects experience

*Note: Experts shall be required to be based out of the Authority premises for the entire duration of development. The Authority shall provide functional space w/o any computers/IT equipment's.

2.5.2. Team Composition for O&M period

S.no	Role	Years of Experience (minimum)	Desired Qualification and Experience
1	Supervisor^	5 years	<ul style="list-style-type: none"> • B. Tech / BE/ MCA

			<ul style="list-style-type: none"> Relevant similar projects experience
2	Onsite Engineer [^]	3 years	<ul style="list-style-type: none"> B. Tech / BE/ MCA Relevant similar projects experience

[^]Note: Experts required during O&M period to be based out of the Authority premises

2.6. Project Timeline/Milestones and Payment Schedule

The project shall be completed within a period of 6 months from the commencement date. The timeline for milestones / deliverables identified shall be as follows:

S.No	Milestones/Deliverables	Completion / Submission Time (from date of award of contract 'T')	Payment Percentage
ACTIVITY I	Conduct Requirement Study and Prepare Software Requirement Specifications as per Clause 2.1 of the RFP	T + 30 days	10% of Total Fee Payable
ACTIVITY II	Customization, Configuration and Deployment of Automated Building Plan Scrutiny & Approval System as per Clause 2.2 of the RFP	T + 3 Months	40 % of total fee payable less payment already made at Stage 1
ACTIVITY III	Deployment of Online Building Map Approval Software and Testing as per Clause 2.3 of the RFP Signing of Software License Agreement for perpetuity after successful testing and approval	T + 6 Months	60% of total fee payable less payment already made at Stage 1 to 2
ACTIVITY IV	Annual Maintenance support for three years after Go Live as per Clause 2.4 of the RFP	Year 1	The payment shall be made on a Quarterly basis (by equally splitting total fees payable less payment already made at Stage 1, 2 & 3, over the span of 3 years quarterly)
		Year 2	
		Year 3	

Note:

In addition to the above, the Consultants shall submit monthly progress reports indicating the progress of the study in terms of schedule activity versus actual status, reasons for delay (if any) and the likely action plan for the following months.

- The size and scale of all deliverables to be prepared will be as per the requirement of that particular item, best industry norm and as decided by the Authority.
- In case of a delay in submission of deliverable(s) by more than two (2) weeks and if the cause of delay is solely attributed to the consultant, the Authority may impose a penalty of .5% of total cost of amount payable at that deliverable per week of delay. The decision of the Authority shall be final and binding.

- c) The consultant should make sure that the Uptime for the system remains at least 99%. If the uptime reduces below 99%, penalty shall be imposed upon the consultant in the following manner:

For every unit percentage of lapse from minimum Uptime (i.e 99%), the consultant will be imposed a penalty of twice the lapse percentage of the next scheduled quarterly payment during the O&M period.

E.g. if uptime is 98%, implying the lapse percentage= $99\% - 98\% = 1\%$, then penalty shall be equal to (twice the lapse percentage) $2 \times (99\% - 98\%) = 2\%$ of the next scheduled quarterly payment during the O&M period.

Please refer Clause 2.4.3, sub clause (iv) for calculation of Uptime percentage

- d) All payments shall be made only after approval of submitted documents to the Authority

3. Instructions to Bidders

3.1. General instructions

- 1) A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- 2) The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- 3) The Bidder shall carry out the services in compliance with the provisions of this Agreement. All changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services as mentioned in Terms of Reference, as envisaged by the Authority, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- 4) Bidders shall be evaluated basis Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that YEIDA's decisions are without any right of appeal whatsoever.
- 5) Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.
- 6) Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. The Bidders shall have to enclose a self-declaration in this regard.
- 7) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to YEIDA before the last date for receiving queries/clarifications.
- 8) YEIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by YEIDA.
- 9) The quoted rate shall be written in figures and words, in the event of any discrepancy between figure and words the later would override the former.
- 10) The Bidder shall quote professional fee inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing.
- 11) The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

3.2. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process or cancellation of the bidding process on any account.

3.3. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- 1) made a complete and careful examination of the e-Bid;

- 2) received all relevant information requested from YEIDA;
- 3) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of YEIDA;
- 4) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
- 5) acknowledged that it does not have a Conflict of Interest; and
- 6) agreed to be bound by the undertaking provided by it under and in terms hereof.

3.4. Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> and on Yamuna Authority website www.yamunaexpresswayauthority.com at E-link and Corporation's website www.uplc.in to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e- Bidder notice/ e-Bid document. The Bidder`s shall have to pay bid processing fee and EMD as mentioned in Data sheet through RTGS on addresses given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non- refundable. Bid without Bid fee in the prescribe form will not be accepted.

3.5. Clarifications of e-Bid

- 1) During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- 2) In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
- 3) However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 4.1.7 of this e-Bid document under Fraud and Corrupt Practices.

3.6. Amendment of e-Bid Document

- 1) At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its on iterative or in response to a clarification requested by a prospective Bidder, modify the e-Biddocument by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in>, Yamuna Authority website www.yamunaexpresswayauthority.com and Corporation's website www.uplc.in through corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 2) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or corporation's website www.uplc.in from time to time for any amendment in thee-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- 3) To allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in>, and Corporation's website www.uplc.in .

3.7. Preparation and Submission of Proposals

3.7.1. Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged between the Bidder and the Authority shall be written either in English or

Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

3.7.2. Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- 1) **Technical e-Bid:** Technical e-Bid will comprise of:
 - **Fee details:** Details of Bid processing fee and prescribed EMD
 - **Eligibility details:** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
 - **Technical evaluation:** Details of all documents needed for Technical evaluation as mentioned in this RFP
- 2) **Financial e-Bid:** Financial Bid as per the prescribed format given in Appendix5.11

3.7.3. Documents establishing Bidder's Qualification

- 1) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- 2) The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

3.7.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

3.7.5. E-Bid currency

Prices shall be quoted in Indian Rupees only.

3.7.6. Formats and Signing of e-Bid.

- 1) The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- 2) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution etc.

3.7.7. Deadline for submission of e-Bid

E-Bid (Technical and Financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The Authority may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.7.8. Submission of e-Bid

- 1) The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- 2) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.

- 3) The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- 4) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

The Bidders must follow the following instructions for submission of their e-Bid:

- 1) For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- 2) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
For successful registration of DSC on e-procurement website <http://etender.up.nic>, the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- 3) The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e- Bid document in the PDF as per formats given in the RFQ cum RFP document.
- 4) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the Bid details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 5) Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.
- 6) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document is digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the

bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

- 7) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 8) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

3.7.9. Late e-Bid

- 1) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2) The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- 3) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder must start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.7.10. Withdrawal and resubmission of e-Bid

- 1) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- 2) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- 3) The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- 4) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 5) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

3.7.11. Authority's right to accept any e-Bid and to reject any or all e-Bids.

- 1) Notwithstanding anything contained in this e-Bid, YEIDA reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 2) The Authority reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by YEIDA, the supplemental information sought by YEIDA for evaluation of the e-Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - a) invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.7.12. Period of validity of e-Bid

- 1) E-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Authority. An e- Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- 2) In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

3.7.13. Correspondence with the Bidder

- 1) Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Partners in relation to acceptance or rejection of any e-Bid.
- 2) Subject to Clause 3.9.7.no Bidders or its Partners shall contact YEIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- 3) Any effort by the Bidder or by its Partners to influence YEIDA in the Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his Bid.

3.8. Earnest Money Deposit

- 1) The Bidder shall furnish, as part of its e-Bid, EMD as mentioned in the Data Sheet through RTGS on the account given in the Data Sheet. The scanned copy of the RTGS receipt of EMD with transaction ID certified by the same bank must be submitted along with the e-Bid.
- 2) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- 3) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- 4) The successful Bidder's e-Bid EMD will be adjusted with Performance Security to be submitted by the Bidder upon signing the contract.
- 5) The EMD may be forfeited:
 - If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

3.9. Opening and evaluation of Bids

Under Combined Quality cum Cost Based Selection (CQCCBS) process, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.

3.9.1. Opening of technical e-Bid by the Authority

- 1) The Authority will open all technical e-Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at System cell office, Yamuna Expressway Industrial Development Authority. The Bidder's representatives who are present shall sign a register evidencing

their attendance. In the event of the date e-Bid opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day.

- 2) The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of YEIDA within the duration (strictly within opening & closing date and time of individual e-Bid of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- 3) The Bidders names and the presence or absence of requisite e-Bid security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 4) The Authority will prepare minutes of e-Bid opening.

3.9.2.Evaluation of technical e-bid

- 1) Subject to confirmation of the Bid Security, the Technical Bid will be taken up for determination of responsiveness of the Bid in terms hereof.
- 2) The Technical Bid shall be considered responsive only if:
 - a. it is received as per formats prescribed herein.
 - b. it is received by the Bid Due Date including any extension thereof
 - c. it contains all the information and documents (complete in all respects) as requested in this RFP;
 - d. it does not contain any condition or qualification; and
 - e. it is not non-responsive in terms hereof.
 - f. Power of Attorney for Lead Member of Consortium, if applicable
- 3) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 4) Bidders who meet the eligibility requirements specified in Clause **Error! Reference source not found.** hereof shall qualify for evaluation of their Technical Bids. Bids which do not meet the eligibility as per Clause **Error! Reference source not found.** shall be rejected and shall not be evaluated further. The Technical Bids will then be evaluated as per the process laid in Clause **Error! Reference source not found.**
- 5) During the evaluation process of Technical Bids, the Eligible Bidders shall be invited to deliver a technical presentation. The date, time and venue for the presentation shall be communicated at a later date.
- 6) The Bidders who attain minimum 70 marks post the presentation and technical evaluation shall be eligible for the next stage and shall be declared as "Shortlisted Bidders".
- 7) The Authority shall inform the Shortlisted Bidders, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

3.9.3.Opening of financial e-Bid

- 1) After evaluation of technical e-Bid, through the evaluation committee the Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e- Bids will not be opened.
- 2) The Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may have sent by e-mail provided by Bidder.
- 3) The financial e-Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to

the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.

- 4) The Authority will prepare the minutes of the e-Bid opening.

3.9.4. Correction of Errors

- 1) Financial Bids determined to be responsive will be checked by YEIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- 2) The amount stated in the Financial Bid will be adjusted by YEIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

3.9.5. Evaluation of Financial Bids and selection of Bidder

- 1) Subject to the provisions of clause 3.9.2, the Shortlisted Bidder whose Financial Bid is adjudged responsive in terms of clause 3.9.9, shall be evaluated and compared for Financial Bids by the Authority.
- 2) Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- 3) The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- 4) **Highest points basis:** Based on the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

3.9.6. Process to be Confidential

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

3.9.7. Contacting the Authority

- 1) No Bidder shall contact the Authority on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
- 2) Any effort by a Bidder to influence the Authority in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- 3) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from YEIDA works and legal proceeding can also be initiated.

3.9.8. Conditions of eligibility of Bidders

The Bidders must fulfil all the eligibility conditions as mentioned below to be eligible for technical qualification evaluation:

#	Criteria	Documentary Evidence
1	The applicant should be a corporation/ company / Agency registered under the Companies Act. Applicant means a proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society for at least 5 years .	Certificate of registration/ incorporation. PAN Card GST Certificate
2	The Bidder should not have been blacklisted /debarred by any Government / Government Board / Corporation / Company/Statutory Body / PSU company/ Non-Government/Private Agencies and Funding Agencies as on the bid due date.	An undertaking to this effect as per Annexure- 2 to be submitted
3	Bidder should have a Valid CMMI Level 3 and/or ISO 9001:2008 certification.	Valid copy of the Certificates
4	The Applicant should have minimum average annual turnover of Rs. 5.00 crores per annum (Rs. Five Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Applicant from the date of proposal submission.	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.
5	The Bidder should be either manufacturer or Authorized dealer of the proposed COTS solution .	MAF (Manufacturers Authorization Form) from OEM
6	The Applicant must have successfully completed implementation of at least 3 Building Plan Management System (customizing COTS application, integration, testing and operation & maintenance) during the last 5 years with Govt/Semi Govt/PSU/ULBs in India with contract value of minimum 50 lacs	Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following: Completion certificate or CA certification for 90% completion and payment of the project (Appendix 5.4: Form 4A Appendix 5.5: Form 4B)

Note:

- The Bidder should fulfil all minimum requirements mentioned above. The Bidder not having any one or more document/s mentioned above will not be considered as Pre-qualified.
- All documents should be self-attested by the Bidder. Any document found not attested will not be considered.

3.9.9. Qualification Criteria of e-Bids

1) Technical Qualification Criteria:

The Technical Bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest for only eligible bidders as per the eligibility criteria as specified in clause 3.9.8.

#	Criteria	Marks	Documentary Evidence
	Firm's relevant experience/Technical Expertise		

1.	Experience in implementing Building Plan Management System (customizing COTS application, integration, testing and operation & maintenance) in at least 3 Govt/Semi Govt/PSU/ULBs in India in past 5 years		20	Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following: 1. Completion certificate or 2. CA certification for 90% completion and payment of the project (Appendix 5.4: Form 4A Appendix 5.5: Form 4B)
	Experience in years	Marks		
	=03	10		
	>03 and <=5	15		
	6 and above	20		
2.	Experience of scrutinizing minimum 25000 drawings through proposed COTS solution in single ULB		20	<ul style="list-style-type: none"> Self-certified MIS Reports URL substantiating the scrutiny reports self certification specifying number of drawings scrutinized
	Plans Scrutinized	Marks		
	25000 and <50000	10		
	50000 and <75000	15		
	75000 and above	20		
3.	Minimum CMMI certification of Level 3		10	Valid copy of the Certificates
	CMMI Certification Level	Marks		
	Level 3	5		
	Level 4	7		
	Level 5	10		
4.	Qualifications and competence of the key professional staff for the assignment		25	Appendix 5.6: Form 5A Appendix 5.7: Form 5B Appendix 5.8: Form 5C
	Project Manager (Team Leader)		8	
	Business Analyst		6	
	Developer		6	
	Software Tester		5	
	The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights: 1. General qualifications (general education, training, and experience): 20% weightage 2. Adequacy for the Project (relevant education, training, experience in Similar Projects): 50% weightage 3. Years of experience in similar role: 20% weightage 4. Specific experience in similar industry: 10% weightage			
5.	Technical presentation The applicant is required to showcase relevant similar experiences and product Demo through the presentation.		25	Technical presentation to be submitted on the date of presentation (to be communicated later)
	Parameter	Marks		
	Context and Relevance (About the agency, infrastructure, relevant team, relevant similar experiences etc.)	5		
	Past experience of the firm and the resources	5		
	Product Demo and suitability (including	15		

	diversity of application in terms of variation in area/size, design, typology of plots/building scrutinized by the system designed and implemented by the agency			
	Maximum Marks		100	
Note: The minimum qualifying marks are 70 out of 100				

Note: The Bidders who attain minimum 70 marks as per the above-mentioned technical qualification criteria shall be Qualified for financial bid opening.

2) Evaluation of Financial Bids and Selection of Bidder:

- The financial bids of only technically qualified bidder (qualified bidders) with minimum marks of 70, will be opened and will be ranked in terms of their total evaluated cost using Combined Quality cum Cost Based Selection (CQCCBS) process with technical score having weightage of 70% and financial price having weightage of 30%
- Based on the criteria and the total score, the technical scores will have a weightage of 70%. The Financial bids will be allotted a weightage of 30%.
- Financial Score shall be calculated as follows-
 $S_f = 100 \times FL / F$, in which S_f is the financial score, FL is the L1 quote and F is the Financial quote of the proposal under consideration.
 Example: In case the financial bids by three bidders are as follows:
 Bidder A: 15 Lakhs
 Bidder B: 18 Lakhs
 Bidder C: 20 lakhs
 Then, out of these the lowest bid (L1) is from Bidder A as 15 lakhs.
 Then Financial Score (S_f) for all three bidders shall be as follows:
 For Bidder A: $S_f = 100 \times 15 / 15 = 100$
 For Bidder B: $S_f = 100 \times 15 / 18 = 83$
 For Bidder C: $S_f = 100 \times 15 / 20 = 75$
- The total score shall be obtained by weighing the quality and cost scores and adding them.
- Consolidated score = Technical score * 0.70 + Financial score * 0.30
- On the basis of combined weighted score for quality and cost, the consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks will be considered for award of the contract.

3.10. Award of Contract

3.10.1. Award Criteria

- 1) The final Letter of Award (LoA) will be given to the selected Bidder who secures maximum marks based on the Evaluation Criteria of Bids laid in Clause 3.9.9.

3.10.2. Notification of award

- 1) Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- 2) The notification of award will constitute the formation of the contract.

3.10.3. Performance Security

Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to 10% of final Bid value in the form of unconditional and irrevocable Performance Bank Guarantee (PBG)/ FDR drawn on any Nationalized/Scheduled Bank in favor of YEIDA valid for six months after completion of the Project.

Before the contract is awarded to the Consultant, an agreement will have to be signed by the Consultant at his cost on proper stamp paper

- 1) In case of a successful bidder, the PBG submitted by the bidder shall be forfeited under the following conditions:
 - a) If the bidder violates any such important conditions of this RFP.
 - b) If the bidder indulges any such activities as would jeopardize the interest of YEIDA in timely finalization of this RFP document.
- 2) The decision of YEIDA regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder.

3.10.4. Signing of contract

At the same time as the Authority notifies the successful Bidder that it's e-Bid has been accepted; the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal to sign the Contract shall constitute a breach of the e-Bid. The same resulting in forfeiture of security, EMD and invocation the performance Guarantee besides other legal remedies available to YEIDA. The Bidder need not download and submit in hard copies of these documents.

4. General Condition of Contract

4.1. General Provisions

4.1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1) "Consultant" means any consultancy firm that will provide the Services to the Authority ("the Client") under the Contract
- 2) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- 3) "Government" means the Government of the Client's country/state
- 4) "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them

4.1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

4.1.4. Notices

- 1) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 2) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

4.1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Advisor may be taken or executed by the officials specified in the Contract.

4.1.6. Taxes and duties

TDS shall be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing.

4.1.7. Limitation of Liability

The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.

4.2. Commencement, Completion, Modification and Termination of Contract

4.2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

4.2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

4.2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 4.2.6 here of, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

4.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

4.2.5. Force Majeure

1) Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

4.2.6. Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

1) By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GC Clause 4.2.6.i). In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b. If the Consultant becomes insolvent or bankrupt.
- c. If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 4.7 hereof.

2) By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 4.2.6. (2):

- a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 4.6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 4.7 hereof.

3) Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 4.2.6. (1) or 4.2.6. (2), the Client shall make the following payments to the Consultant:

- a. payment pursuant to GC Clause 4.5 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 4.2.6 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

4.3. Obligation of the Consultant

4.3.1. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

4.3.2. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

- (a) is or becomes public other than through a breach of this Agreement,
- (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- (c) was known to the receiving party at the time of disclosure or is thereafter created independently,
- (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or

(e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

4.3.3. Documents prepared by the Consultant to be the property of the Authority

1. All plans, drawings, specifications, designs, reports, other documents (in hard and soft copies) and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
2. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract.
3. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e. Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.

4.3.4. Accounting, Inspection and Auditing

The Consultant

1. shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
2. shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

4.4. Obligation of the Client

4.4.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the Contract.

4.4.2. Services and facilities

The Client shall make available free of charge to the Consultant the Services and Facilities as required by the Consultant to execute the Services.

4.5. Payments to the Consultant

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Contract. The Professional Fee shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

4.6. Good Faith and Indemnity

1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

4.7. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

1. Amicable Settlement: The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

2. Arbitration: In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
3. Jurisdiction: Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the District Gautam Budh Nagar, to which both the parties agree to submit for these purposes.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District Gautam Budh Nagar, Uttar Pradesh.

The District Court shall have exclusive jurisdiction to settle dispute arising under this agreement

4.8. Fraud and Corrupt Practices

1. The Consultant 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 E-Bid, the Authority shall reject a Bid without being liable in any manner what so ever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the E-BID, including consideration and evaluation of such Consultant's Proposal.
2. For the purposes of this Clause 5.8, the following terms shall have the meaning here in after respectively assigned to them:
3. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.2.13 of this e-Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time

has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

4. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
5. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
6. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
7. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.9. Indemnity and Liability

1. To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other’s affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party’s use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.
2. The Contract requires that the aggregate liability of the selected Bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder.

5. Appendix

5.1. Form 1: Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To:

CEO
Yamuna Expressway Industrial Development Authority
First floor, Commercial complex. P-2, Sector- Omega 1
Gautum Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Sub: Submission of proposal for Selection of Consultant for Development and Implementation of Building Plan Management System (BPMS) for YEIDA

Dear Sir/Madam,

With reference to your e-Bid Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for _____ (Insert name of Project)

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices, is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Consultant for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid

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

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- 1) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- 2) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.8 of the E-Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
- 3) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 3.7.11 of the E-Bid document;
- 4) I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;

- 5) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- 6) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- 7) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by YEIDA in connection with the shortlisting of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project;
- 8) I/We agree and understand that the proposal is subject to the provisions of the E-BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- 9) I/We have studied e-Bid and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- 10) I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-Bid Document.

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

5.2. Form 2: Financial capacity of the Bidder

Please provide with financial details about the Bidder along with Audited Financial statements attached as proofs. Along with that please provide financial information for each member in the following format:

S.No	Financial Year	Average Annual Turnover (INR)
1		
2		
3		

On Behalf of (Name of the Bidder)

Signature of the Authorized Person Name: Designation

5.3. Form 3: Details of Bidders

Name of the Firm:	
Email id to share Pre Bid Virtual meeting link:	
Date of registration of the Firm:	Country:
Location within Country:	
List of Professional Staff functioning in your firm:	
PAN registration Number	
GST registration number	
Copy of certificated for the following: <ul style="list-style-type: none">• <i>PAN card</i>• <i>GST registration</i>• <i>Incorporation Certificate</i>	

On Behalf of (Name of Bidder)

Signature of the Authorized Person Name:

Designation:

5.4. Form 4A: Credential format – List of Projects

Firm's relevant experience/Technical Expertise:

#	Criteria	Marks	Documentary Evidence	
	Firm's relevant experience/Technical Expertise			
1.	Experience in implementing Building Plan Management System (customizing COTS application, integration, testing and operation & maintenance) in at least 3 Govt/Semi Govt/PSU/ULBs in India in past 5 years	20	Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following: 1. Completion certificate or 2. CA certification for 90% completion and payment of the project (Appendix 5.4: Form 4A Appendix 5.5: Form 4B)	
	Experience in years			Marks
	=03			10
	>03 and <=5			15
	6 and above	20		

#	Project & Client Name	Project Details (Area in sqkm)	Project Cost	Project Start & End Date	Reference Page Number for Form 4B
1					
2					
3					

On Behalf of (Name of Bidder)

Signature of the Authorized Person

Name:

Designation:

Documentary Evidence:

Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following:

1. Completion certificate or
2. CA certification for 90% completion and payment of the project

(Appendix 5.4: Form 4A Appendix 5.5: Form 4B)

5.5. Form 4B: Credential format

The following information should be provided in the format below for each project for which your firm individually was legally contracted by the client stated below. This information shall cover the qualification requirements capable of being evaluated for pre-qualification and evaluation. Add additional sheets if necessary.

Name of the Firm:

Assignment Name:
Country:
Location within Country:
Project Area:
Building Type:
Name of Client
Address:
No. of Staff:
Start Date (Month / Year)
Completion Date (Month / Year)
Value of Services: (in INR Lakhs):
Client certificate specifying similar experience or Copy of few pages of contract agreement/letter of award from Authority (along with self- declaration of proof of completion) or Completion certificate :
<i>Note: Scanned certificates to be attached as proofs</i>
Whether Lead or Associate
Name of Associated Firm(s) if any:
Narrative description of project and tasks undertaken by the Bidder (clearly indicate the tasks taken up by the Associate of any)

Signature of Authorised Person

Documentary Evidence:

Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following:

1. Completion certificate or
2. CA certification for 90% completion and payment of the project

5.6. Form 5A: List of Key Personnel

S.No.	Position	Proposed Profile	Educational Qualification	Years of relevant experience
1.	Project Manager (Team Leader)			
2.	Business Analyst			
3.	Developer/Programmer			
4.	Software Tester			

On Behalf of (Name of Bidder)

Signature of the Authorized Person Name:

Designation:

5.7. Form 5B: Curriculum Vitae format

The following information should be provided in the format below for each of the key personnel as specified in the document. This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Designation Proposed:	
Name of Firm	
Name of Staff	
Date of Birth	Nationality
Education	
Employment Record	
From:	To:
Employer:	
Position Held	
Detailed Task Assigned:	
Work Undertaken That Best Illustrates Capability to Undertake the Tasks Assigned	

5.8. Form 5C: Declaration Form by the Employee

(On Bidder's letter head)

TO WHOMSOEVER IT MAY CONCERN

I, the undersigned, consent to my Curriculum Vitae (CV) being used for submission of the Request for Proposal (RFP) for Selection of Consultant for for Development and Implementation of Building Plan Management System (BPMS) for YEIDA. I also certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand, that any misstatement or misrepresentation described herein may lead to my disqualification dismissal by the Client. I confirm that I will be available to work as the (*Proposed Position*).

(Name of the Signatory)

(Designation)

(Signature)

5.9. Form 6: Bidder's organization and experience

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

5.10. Form 7: Bid Processing Fee & EMD

[Please capture all relevant information]

A. Bid Processing fees:

Name of firm:

UTR No.:

Bid Processing Fees amount (INR): 11,800/-

Amount in words: Eleven Thousand and Eight Hundred Only

Bank & Branch Name:

Transfer date (DD-MM-YYYY):

B. Ernest Money Deposit (EMD)

Name of firm:

UTR No.:

Ernest Money Deposit amount (INR): 2,00,000/-

Amount in words: Two Lakhs Only

Bank & Branch Name:

Transfer date (DD-MM-YYYY):

Total Amount (INR):

Note: Attached documentary evidence as proof.

On Behalf of (Name of the Bidder)

Signature of the Authorized Person Name:

Designation

5.11. Form 8: Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To,

CEO
Yamuna Expressway Industrial Development Authority
First floor, Commercial complex. P-2, Sector- Omega 1
Gautum Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Sub: Financial Bid for "Selection of Consultant for Development and Implementation of Building Plan Management System (BPMS) for YEIDA"

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated _____, and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing, Amount in words and figures].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

5.12. Form 9: Non-Blacklisting declaration

(On Bidder's letter head)

<Location, Date>

To,

CEO
Yamuna Expressway Industrial Development Authority
First floor, Commercial complex. P-2, Sector- Omega 1
Gautum Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Subject: Non-Blacklisting declaration in connection with RFP No: YEA/PLNG/1134/2020 dated 27/11/2020 for "Selection of Consultant for Development and Implementation of Building Plan Management System (BPMS) for YEIDA"

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for RFP No: YEA/PLNG/1134/2020 dated 27/11/2020 for Selection of Consultant for Development and Implementation of Building Plan Management System (BPMS) for YEIDA. In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature

5.13. Form 10: Pre-Qualification Criteria Checklist

#	Criteria	Documentary Evidence	Submitted (yes/no) Reference page number of the application
1	The applicant should be a corporation/ company / Agency registered under the Companies Act. Applicant means a proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society for at least 5 years .	Certificate of registration/ incorporation. PAN Card GST Certificate	
2	The Bidder should not have been blacklisted /debarred by any Government / Government Board / Corporation / Company/Statutory Body / PSU company/ Non-Government/Private Agencies and Funding Agencies as on the bid due date.	An undertaking to this effect as per Annexure- 2 to be submitted	
3	Bidder should have a Valid CMMI Level 3 and/or ISO 9001:2008 certification.	Valid copy of the Certificates	
4	The Applicant should have minimum average annual turnover of Rs. 5.00 crores per annum (Rs. Five Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Applicant from the date of proposal submission.	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.	
5	The Bidder should be either manufacturer or Authorized dealer of the proposed COTS solution .	MAF (Manufacturers Authorization Form) from OEM	
6	The Applicant must have successfully completed implementation of at least 3 Building Plan Management System (customizing COTS application, integration, testing and operation & maintenance) during the last 5 years with Govt/Semi Govt/PSU/ULBs in India with contract value of minimum 50 lacs	Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following: Completion certificate or CA certification for 90% completion and payment of the project (Appendix 5.4: Form 4A Appendix 5.5: Form 4B)	