

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal  
(Application) and Website for YEIDA

**E-Bid DOCUMENT**

# **YEIDA**

**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**

**Request for proposal for Selection of Agency for design,  
implementation and maintenance of Citizen Charter Portal (*Application*)  
& Website for YEIDA**

**May 2021**

Location: Gautam Budh Nagar District, Uttar Pradesh

**Reference No: YEIDA/SYSTEM/152/2021**

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](http://www.yamunaexpresswayauthority.com)

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website for YEIDA

**Note:** The RFP document on the YEIDA website for "Request for proposal for Selection of Agency for design, implementation and maintenance of Citizen Charter Portal (Application) & Website 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.

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**Yamuna Expressway Industrial Development Authority**  
First Floor, Commercial Complex, Sector-Omega-1, (P-2),  
Greater Noida City, Gautambudh Nagar Ph.: 0120-2395152  
Website: [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)

Reference Number: YEIDA/SYSTEM/152/2021 Dated: 12.05.2021

**Request for Proposal (RFP) for Selection of Agency for design, implementation and maintenance of Citizen Charter Portal (Application) & Website 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 **14/06/2021, 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](mailto:mgrsystem@yamunaexpresswayauthority.com),  
Phone: +91-9717122488.

OSD, YEIDA

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website for YEIDA

Disclaimer

This e-Bid document for "Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website for YEIDA" contains brief information about the scope of work and selection process for the Successful Bidder (or "Consultant" or "Agency"). The purpose of the e- Bid document is to provide the Bidder/ Vendor with information to assist the formulation of their Application/proposal ("the proposal"). 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.

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## Data Sheet

1	Name of the Bid	Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website 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 Citizen Charter Portal (Application) and Website for YEIDA. 3 Years for Annual Maintenance Contract (AMC) post Go-live
4	Bid Processing Fee	INR 5,000 + 18% GST i.e. 5900 (Rupees Five Thousand Nine Hundred Only) payable in favour of YEIDA (Non-Refundable)
5	Ernest Money Deposit (EMD)	INR 2,00,000 /- (including GST) (Rupees Two Lakhs Only) payable in favour of YEIDA (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: <a href="mailto:mgrsystem@yamunaexpresswayauthority.com">mgrsystem@yamunaexpresswayauthority.com</a> Contact: <a href="tel:+91-9717122488">+91-9717122488</a> Website: <a href="http://yamunaexpresswayauthority.com/">http://yamunaexpresswayauthority.com/</a>
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Consortium	No
13	Sub-contracting	No

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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	03-06-2021 at 11:00 am (In case of virtual meeting, link will be shared on email id of the applicants)
	Bid Start Date	16-06-2021 from 5:00 pm
	Bid Due Date	23-06-2021 till 5:00 pm
	Opening of Technical Bids	25-06-2021 at 11:30 am
	Technical 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	<p>For Bid processing fee &amp; EMD</p> <p>Name: Yamuna Expressway Industrial Development Authority</p> <p>Account No: 49960100000032, IFSC Code: BARB0YEIDAX</p> <p>Bank Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP</p>

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### 1. Section 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

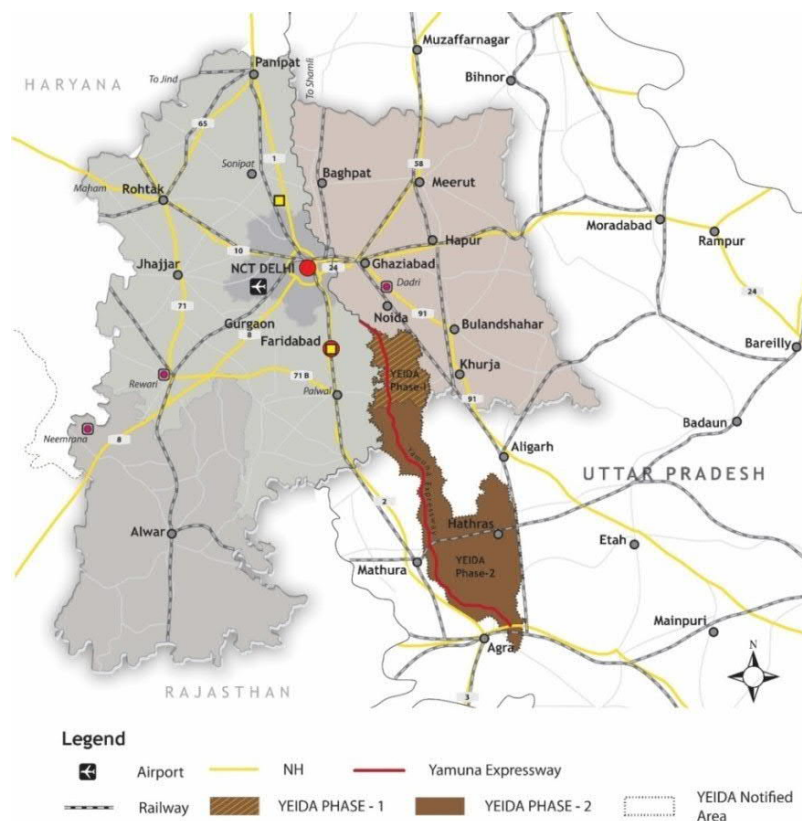


Figure 1: The YEDIA Region

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

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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.

YEIDA intends to facilitate services offered to the allottees of YEIDA that may be the existing, prospective investors and entrepreneurs by providing a uniform, transparent and time bound online platform through the development of Citizen Charter Portal (Application) and user friendly web site.

YEIDA is being developed as an integrated industrial town, close to New Delhi. With an increasing number of people moving to YEIDA, the Yamuna Expressway Industrial Development Authority (YEIDA or the Authority) aims to be better connected with its citizens.

Using the power of technology and its spread across society, YEIDA intends to general public/ allottee's to reach out to a much greater number of people. This would facilitate YEIDA's citizens to access the Authority's information and services "anytime, anywhere" and reduce the need of physical network for communication.

The Authority intends to get on board an Agency (or the Agency) who would be responsible for the development and maintenance of the citizen charter portal and the web portal.

In continuation of the same vision and to finalize the concept and other requirements for effective delivery of citizen services, the Authority invites Applicants (Bidders or Tenderers or Agency) to submit their proposals in response to this RFP.

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## 2. Section 2: Terms of Reference

The Agency is required to understand and document the current processes for services being offered by YEIDA, as per the citizen charter, enabling them to propose optimised and effective to-be processes. For the purpose of effective process re-engineering as one of the components of designing to-be processes, the consultant is required to re-design workflows for each service and enable standardisation of documents/steps, wherever required. To-Be processes thus designed will then serve as basis for design and development of web-based citizen charter portal (“Application”).

The Agency is required to take into account the existing IT landscape (e.g. *Allottee Management Application, Nivesh Mitra, Allottee Payment Application, etc.*) of the Authority for extraction of information and any required integration for provision of effective and combined services to the users (*applicants/allottees, architects, government officials, farmers etc*). The Agency is required to develop the Citizen Charter Portal on the basis of on the business requirements, various standards & guidelines, the best practices and other relevant resources

Technical specifications provided here are the set of requirements that the proposed Application must meet. All the technical specifications provided in this section are minimum and have been provided for immediate reference only.

a) Technologies to be used for Citizen Charter Portal may be equivalent to as follows:

Core Technology:	.Net, C#,MVC5, Razor Engine
Front End	HTML5, CSS3,JQuery, Java Script
Supporting Tool	Kendo
Back End	MSSQL Server 2012

b) Technologies to be used for Integration with Nivesh Mitra Portal: Single Window Portal (NM-SWP) may be equivalent to as follows:

- Data Base: Microsoft SQL Server
- Operating Applications: Windows 10/ 12
- Platforms: .Net

### 2.1. Scope of Work

The Agency is required to design, develop and maintain a web enabled citizen charter portal, which is required to be integrated with the relevant prevailing IT landscape of the Authority. It is required to understand the services, scale and needs of the Authority for developing a uniform, transparent and time bound online platform.

YEIDA wishes to appoint a Service Provider for development of Citizen Services Portal (Citizen Charter) that will facilitate services offered to the residents of YEIDA along with integration with existing Applications of the Authority e.g. ‘Nivesh Mitra: Single Window Portal’ (NM-SWP) launched by the Government of Uttar Pradesh entrepreneurs by providing a uniform, transparent and time bound online platform.

Key services sought from the Agency are as follows (but not limited to):

- i. Design & development of online citizen charter portal for the services offered by YEIDA (including database management, re-engineering and standardisation of Workflows for each service, integration with existing IT landscape of YEIDA e.g. Nivesh Mitra Portal, capacity building)



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- ii. Development of Website for YEIDA and integration with proposed citizen charter portal
- iii. Annual Maintenance of the proposed citizen charter portal and re-designed website of YEIDA

The broad schedule of services for the Agency to prepare and maintain a web enabled integrated citizen charter portal & website during the period of contract would include (but not limited to):

- a) As-Is assessment of Processes along with detailed requirement study
- b) Process optimisation study
- c) Development of To-Be process
- d) Prepare Business Blueprint Document along with Design Documents
- e) Implementation of Portal as per approved Business Blueprint Document
- f) Design and development of citizen charter portal (YEIDA)
- g) Integration of Application and citizen charter portal (YEIDA)
- h) Data migration from existing Applications
- i) Application testing i.e. unit testing, integration testing, Application testing and load testing
- j) User Acceptance Testing (UAT)
- k) Installation and commissioning of Cloud Platform
- l) Commissioning of Citizen Charter Portal and website (YEIDA)
- m) Documentation
- n) Go-Live of Citizen Charter Portal and web portal
- o) Training and capacity building
- p) Operations and maintenance of Citizen Charter Portal and website for YEDIA

**2.1.1. Common features of the Citizen Charter portal & Website:**

- 1. Application must be web based, use multi-tier Application architecture with sufficient flexibility for customization based on YEIDA requirements
- 2. Implementation of Application shall be based on the approved Business Blueprint and Design.
- 3. Application shall be designed to be integrated with all the current and future third-party services
- 4. Application shall support all popular/ common web browsers i.e. Google Chrome, Mozilla Firefox, Internet Explorer, Apple Safari etc.
- 5. Application shall be feature rich and comply with the guidelines issued by the Govt. of India for the development of the government websites/ portal/ Web Application i.e. GIGW.
- 6. The information and forms collected from various sources and the implementation of the Application will have to be converted into appropriate electronic open standard format(s) as mentioned in "Interoperability Framework for E-Governance in India-Draft v1.0 issued by Ministry of Electronics & Information Technology (MeitY), Government of India.
- 7. Application should support access via LAN, WAN and Internet with secured connectivity.
- 8. The Application should be scalable, flexible and integratable enough to provide access and information to all the users from the different functions/ departments/ offices of YEIDA and other

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key stakeholders and other upcoming Applications/Applications as required by the authority in future

9. All modules and sub-modules shall use uniform theme in the GUI. The Application should be consistent in the sequences in the visual presentation to the user and in use.
10. Online forms should have mandatory fields marked out clearly. The Application should not allow submission of the form without completing the mandatory fields.
11. Application shall support uploading of scanned documents. There must be check(s) for ensuring the upload of all the mandatory documents.
12. All functionality shall provide bi-lingual support for English and Hindi languages. All screens and templates should be in English by default.
13. It should have provision for warning and alert messages in case of validation failure, incomplete data etc. It should have facility to display confirmation/ warning windows for deletes, changes etc.
14. These functionalities are basic guidelines and more functional and design details shall be provided by the consultant for approval by the authority.
15. User specific/ customized dashboard should allow authorized user to take action on pending activities in a secured manner in a Application seamlessly integrated with other modules of the Application. Submission of every activity in the Application should suitably update database on real-time basis. Provision of keeping copies of records in PDF formats reports generated and their logs. Reports to be generated at department level
16. The Application should support the upload and download of the MS Word files, MS Excel files, Adobe Acrobat files, Image files etc. type into/ from the Application. Any other file-format as required by YEIDA in due course of time.
17. The Application should be fully compatible for data exchange/ enable data migration with existing Application being used by YEIDA. It should be able to generate reports at any stage for any particular set of information as required by the Authority.
18. The Application is expected to carryout independent exercise for assessment of data source, data format, and data fields and number of records before data migration. Agency should provide data migration templates to YEIDA for data migration works.
19. The Application should ensure proper validations, tracking and reporting and correction procedures for migration of data from the existing database/ any other format shared by the YEIDA.
20. Ensuring correct migration of data
21. The system is required to be hosted by cloud platform. The cloud platform where the newly developed Application will be hosted shall 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 guidelines laid by Govt. of India. The consultant 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.
22. The Application should have comprehensive online help facility (user manuals, self-running demos) wherein the users can obtain Application specific technical/ functional help online. It should maintain a database of FAQ(s) and a Feedback database.

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23. The Application should facilitate seamless upgrades (deployment of patches/ new version) without any adverse impact on the Application and its components.
24. The Application should be secure at 3 levels: Application level security, Network/transport Level security and Server level security
25. In case of server failure, Application should support auto-switching of failover to other available/ backup server. The Application should be able to archive data, based on user specified parameters (i.e. date range) and restore archival data for online use whenever required.
26. The Application should maintain audit trail audit logs and transaction logs (what, when, who has changed).
27. The Application should be intranet and internet enabled
28. Carry out check on 100% of queries/information etc in each type to validate and verify data between the physical file and the web builder database
29. The Application should be able to generate summary sheet for each Application/query etc specific to UIN
30. The Application should be supportive of effective monitoring, tracking and commenting on the process at every level by the concerned officials
31. The Application should be capable of generating monthly report for a particular employee, thus enabling maintenance of track record history employee-wise
32. The Application Architecture shall be designed, implemented and deployed after documenting and considering the scalability, reliability, security, business continuity, optimum performance of the entire solution and based on the requirements of YEIDA.
33. The Application data should be encrypted and backups should be taken in a timely manner for safety and security. A disaster recovery plan should also be implemented.
34. The Application should display data and dashboards according to user profile/ access rights. It should be able to generate user friendly MIS reports, Graphical reports etc. in customized and standard form
35. The Application should enable integration and synchronization with existing and any proposed IT landscape of YEIDA including but not limited to Payment and Receipt Application Software at Central Account Department etc. For example, regarding Building Plan approval, the citizen shall be able to access the service through the portal, while redirecting them to the automated building plan approval Application in the process of implementation by the authority
36. The source code proprietorship will be ownership of the Authority
37. Scope of Work for Integration with Nivesh Mitra Portal
  - a) The Agency shall integrate the Nivesh Mitra SWP (NM-SWP) with the new Application to be created for YEIDA where the registered Entrepreneur can avail the facility to integrate their services with NM-SWP and YEIDA Authority Application portal.
  - b) YEIDA Authority Application portal must provide the entrepreneur wise Application status, which was submitted through NM-SWP/ YEIDA Authority Application portal for each day for reconciliation purpose.

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- c) Application should provide options for account and user validation for transfer and surrender requests, transfer and surrender requests, generation of the dues and payment gateway integration to allow users to pay any charges or fees due.
- d) The Application Interface enhancement and service to display process status updates based on the progress made.
- e) Options for reports generation – User engagement, Requests completed, Pending Requests and issues therein, User investment and other key data points required by YEIDA Authority along with Audit logs and user activity reports for upper management and audit department.
- f) An interface needs to be developed that allows the users to upload relevant documents and capture information from the users that submit requests via NM-SWP but must submit documents/originals at YEIDA Authority.

### **2.1.2. Workflow Management**

1. The Application shall support the creation of workflows which shall be implemented using an automated workflow management Application. Agency shall design specific workflows for each citizen service (including transactions).
2. The Application should be able to support/ configure complete workflow required for successful disposal of service. It should allow designing of workflow with the ability to define business rules, process flows, alerts and triggers.
3. The Application should automatically raise alerts, messaging, notifications, emails etc. across functional areas/ modules and concerned stakeholders regarding their tickets raised based on the various deadlines/ timelines assigned for particular task.
4. The Application should have the proper workflow management as per the guidelines of the Authority and should allow respective authority of concerned department to take appropriate decisions for handling the processes successfully. The workflow management/ control should provide consistent method of defining business rules, process flows for all concerned YEIDA officers and other concerned stakeholders.
5. The Application should allow devising of simple or complex rules to suite the YEIDA requirements and also the requirements specific to certain stakeholder(s). The rules should be stored in a central repository.
6. An interface Application form which the applicants can make electronic submissions of the supporting documents to the Development Authority.
7. The Application must provide for proper user authentication and access control mechanisms to ensure that only authorized users can access relevant information.
8. The Application must provide for all grievances to be acknowledged and further approval schedule is to be provided to the client instantly.
9. There should be live tracking of the application status available to both the public users and the higher officials of YEIDA. In case the time for application processing has surpassed the standard time of response, the application issue should be escalated to the concerned higher officials.
10. The Application should generate MIS to be sent to higher authorities for approval and to make the approval status available online.

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11. If there is any change in the personnel or approving authorities, delegation of power/ authority or a change in YEIDA policies, the workflow should be updated without any programming and should be applied on live transactions.
12. The system needs to be integrated with the existing Nivesh Mitra portal, proposed Building plan approval system and other IT infrastructure of YEIDA. 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.
13. 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 Citizen Charter portal.

### 2.1.3. 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 System, further extendable on mutual agreement of both the agencies

1. The Agency shall provide Annual Maintenance Support, post Go-live for overall administration, operations, monitoring and maintenance of the deployed Application and supporting infrastructure at the cloud platform and to ensure the desired uptime.
2. All upgrades including definitions/ patches/ updates/ service packs etc. proposed Application and related software/ tools during the AMC period to be done in a timely manner.
3. Technical Support for fixing bugs/ issues, functionality enhancements, patches to cater changes, modification or enhancement to existing business processes, changes to configurations, customizations.
4. The **helpdesk support team** shall be providing handholding support and if required, training on the proposed Application and will be accessible to all the department officials and Business Operation Support staff. The Agency shall deploy a Helpdesk Management Application (HMS) which allows users to create a ticket for any problem/ issue faced by them.
5. YEIDA may at any time, by a written order given to the Agency make changes within the general scope of the agreement i.e. Designs, specifications, requirements which software or service to be provided under the agreement, are to be specifically developed and rendered for the YEIDA.
6. The Agency shall submit the monthly report to the YEIDA which shall include major activities carried out by different deployed teams, attendance of the deployed team members, detailed report generated etc.
7. Post AMC period, the Agency shall provide assistance to the new Agency for effective functioning of the designed Application in future, if required.

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**2.1.4. Planned Maintenance, Uptime and DownTime**

1. 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.
2. "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.
3. "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.
4. Uptime, in percentage, can be calculated as:

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

**2.1.5. Features of Web-portal of the proposed Application/Application**

1. Design and development a web portal which should be user friendly and shall have modern corporate look and feel.
2. The Agency shall be responsible for the development of a feature rich and dynamic content web portal for the YEIDA and as per the guidelines issued by the Govt. of India for the development of the government websites/ portal i.e. GIGW.
3. All the sections of the Web portal should be of dynamic nature and must be supported with a Content Management module for easy content management and administration of the same.
4. Web portal administrator should have the facility to view all the versions and rollback the content.
5. The version number and keeping records up to maximum versions should be configurable.
6. The web portal should be responsive so that it should adjust as per the screen size. Thus, design should be compatible with desktop, laptop, tablet, mobile phone and other handheld devices.
7. The web portal should be compatible with all the major web browsers i.e. Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari etc.
8. The web portal should be bi-lingual and support English and Hindi languages.
9. The design of the website should take into account legibility and standardisation into consideration.
10. Any creation, updation /change of data in the web builder database shall be done only after approval of the Nodal Officer appointed for the relevant department. The Selected Agency needs to follow relevant procedure set up by Authority and take permissions before making any changes in the web builder.
11. Provision of online viewing of financial and non-financial ledger of respective allottee and their payment
12. The portal should display step by step procedure and guidelines for the citizen to avail any service. It should also provide information to citizen regarding checklist of documents to be submitted for any service to be availed

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**2.1.6. Features of the proposed Application/Application with respect to the Authority**

1. assign Unique Identification Numbers (UINs) to assets, projects etc, to which all process must be linked depending upon the type of workflow
2. create profiles for all users (internal or externals)
3. have provision to upload and process relevant documents
4. notify the concerned officer via email/message for any query or grievance filed by the citizen
5. have provision to make and receive payments through an electronic payment gateway with multiple modes of payment including credit card, debit card and net banking.
6. Provision to facilitate internal processes, approvals, objections etc at YEIDA
7. Authority officials associated with the particular type of citizen request should be able to comment on the application itself.
8. Application shall have provision to auto-generate certificates/ approval letters/ receipts by auto-populating fields post approval by authority.
9. Application shall have templates for certificates/ approval letters/ receipts (*Please refer annexure 2*)
10. Should have an effective complaint handling and management
11. The Application should generate various types of dashboards/trends/reports with drill down information to enable YEIDA Authority officials to take data based decisions to ensure compliance. The reports should be dynamic and not static. The Application should be able to generate any type of report/dashboard as per the requirement of the Authority
12. The user interface of the should be such that the YEIDA Authority officials may search any property through various means e.g. owner name, property ID, property address etc. The PIS should also provide option to find details of any property by clicking on the sector layout maps loaded on the Application.
13. should be such that it facilitates the Integration, correlation and synchronization of Information relating to properties across different departments at YEIDA and thus facilitating compliance across various departments of YEIDA.
14. The Agency shall supply all the software with adequate number of licenses, required for the proposed Application.
15. Training sessions need to be organized for each department which has a role to play in proper functioning of this Application if required
16. Functionalities to capture legal issues pending in different types of courts. The inputs need to be taken from Legal department of YEIDA Authority
17. 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
18. Services: Currently services like Calculation of dues, No Dues certificate, Mutation of Land, Functional Certificate, Renting of Permission, Time Extension, Land Allotment Application , Online Building Map Approval & Online Occupancy Certificate which are separate software's but need to be updated through API's are integrated with Nivesh Mitra portal for Industrial Land Use. Brief list

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of services currently provided by YEIDA is as follows: (Please refer Annexure 1 for details of the Citizen services)

**SERVICES PROVIDED BY YEIDA FOR VARIOUS DEPARTMENTS:**

These services are currently available to all the citizens:

<b>A. PROPERTY RELATED DOCUMENTATION</b>			
1.	Transfer of Plot/Flat/House/Shed	2.	Transfer of Plot/Flat/House among blood relations as defined
3.	Transfer of Plot/Flat/House/Shed on death of allottee	4.	Permission for Co-Allotteeship
5.	Mortgage Permissions for purchase of plot/house	6.	Issue of Duplicate Papers
7.	Surrender of Plot/Flat/House	8.	Rejection/Acceptance of restoration of allotment
9.	Execution of Lease Deed	10.	Execution of Sub Lease Deed
11.	Extension of time for execution of lease deed	12.	Calculation for deposit of various due amounts
13.	Issue of no dues certificate	14.	Change of address
15.	One time payment	16.	Execution agreement to lease
17.	Transfer of Institutional Land	18.	Renting of institutional premises
19.	Change in constitution (has more sub points)	20.	Issue of functional certificate
21.	Grant of extension for implementation of project	22.	Grant of Mortgage permission
23.	Mortgage permission as collateral security	24.	Surrender of institutional plot
25.	Rejection/Acceptance of restoration allotment	26.	Acceptance of allotment money before cancellation along with interest as per terms and conditions of allotment
27.	Renting Permission	28.	Acceptance of Surrender Application
29.	Permission for amalgamation/ Deamalgamation of Industrial plots	30.	Acceptance of allotment money before cancellation along with interest as per terms and conditions of allotment
31.	Issue of mutation letter after receipt of the copy of transfer deed	32.	Sanction/Rejection of building plan for layouts and sub-division of plots
33.	Sanction/Rejection of building plan for buildings	34.	Issue of completion certificate for buildings on individual residential plots
35.	Issue of completion certificate for buildings on plots other than individual residential plots	36.	Issue of completion certificate for buildings layout and sub-division of plot

These services will be made available to all the citizens as and when required. In addition to the listed, more services may be added in the future:

<b>B. PROPERTY RELATED COMPENSATIONS</b>			
1.	Benefits and Facilities provided to landowners against the acquired/purchased land by the authority	2.	Direct land purchase A. If already in chunk B. If not in chunk but qualifies conditions mentioned in G.O.
3.	Payment of additional compensation as per G.O. A. If already in chunk B. If not in chunk but qualifies conditions mentioned in G.O.	4.	Allotment of 7% abadi plots to eligible farmers A. If already approved and reservation/allotment letters are to be issued B. If list of eligible farmers is to be prepared afresh
5.	Leaseback to eligible farmers	6.	Payment of pending compensation to farmers



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<b>C. LANDSCAPE SERVICES</b>			
1.	Cutting of grass	2.	Watering of trees
3.	Removal of matured/dead/fallen trees likely to damage of property	4.	Heavy pruning for safety of electric wire

<b>D. WATER AND DRAINAGE SERVICES</b>			
1.	Drain repair	2.	Water logging
3.	Problem in water supply	4.	Blockage or damage of pipelines/sewers/drains

<b>E. CLEANING &amp; SANITATION SERVICES</b>			
1.	Removal of rubbish (malba)	2.	Removal of encroachment from road side (temporary encroachments)
3.	Removal of garbage on receipt of complaint	4.	Cleaning of roads

<b>F. ROAD AND FOOTPATH SERVICES</b>			
1.	Temporary filling of pot holes/road/patch repair	2.	Drain garbage
3.	Footpath tile broken	4.	Speed breaker damaged

<b>G. ELECTRICAL SERVICES</b>			
1.	Repair of street light	2.	Panel box damaged

<b>H. EMPLOYEE SERVICES</b>			
1.	Reply of Govt. Letter	2.	IGRS
3.	Medical Reimbursement	4.	Leave Sanction

<b>I. MISCELLANEOUS SERVICES</b>			
1.	Complaint regarding stray dogs/cattles	2.	Complaint regarding insanity condition

### 2.1.7. Features of the proposed Application with respect to the Citizen

1. notify the citizen for status update of the query/information etc
2. enable seamless processing of requests/queries for citizen/allottee for all land uses of YEIDA and for any property including village properties falling under YEIDA shall be in scope of this project,
3. further categorise Residential Properties into Group Housing, Built up and Residential Plot.
4. display status of the query/information etc, and enable tracking of the same by the citizen
5. Send the notification through SMS, email and mobile application if an appointment is required to visit the authority. Unless notified, the citizen would not be required to visit the Authority office.
6. The details related to transfer of the property i.e. Transfer charges to be applied on the transfer of property etc.
7. The system shall allow the applicant to schedule appointment with the concerned officer or vice versa, if required

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8. The Application should integrate with payment gateway and should allow the property owners to make payment of instalment due through the Application. It should display Accounts related details such as payment history, dues outstanding among other details, Payment history i.e. details of payments due and made, payments due but not made. The Application should be able to send email and message for the amounts due but not paid to the owners of the property and should also be able to generate reports for the unpaid amounts.
9. Display status of the property i.e. whether property is allotted, and lease deed executed, possession handed over, allotted on rent, functional, etc.
10. Display Area and location of the property, name and details of the owner of the property as required by the Authority
11. allow the YEIDA citizens to view all their relevant property details with integrated information e.g. payments etc.
12. allow the citizens to register query/ complaints related to their properties. The PIS shall also provide the YEIDA citizens easy tracking of the filed query/complaints
13. enable citizens to make online payments due from them through the portal. In case of any delayed payment, the Application should levy penalty/interest and provide the amount due
14. send SMS/email alerts two times i.e. One month before any payment to YEIDA authority is due and 15 days before any payment to YEIDA Authority is due Validate and verify consolidated data relating to all properties and capture relevant data from physical files that is missing from current web builder database
15. In case if data related to a property is completely missing, i.e. no file is created in the web-builder database related to the property, then file needs to be created and data updated as per the details of the property in the Physical file.
16. In case any information is missing, the same needs to be updated in the database.
17. In case of any deviation in information between physical file and web builder database, then co-ordinate with the Nodal officer of the relevant department and update correct data in database after fulfilling relevant procedure set up by the Authority

## **2.2. Key Professional**

### **2.2.1. Minimum qualifications for key team members during design and implementation period:**

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

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.

### 2.2.2. Team composition for AMC period (On-Site Support)

S.no	Role	Years of Experience (minimum)	Desired Qualification and Experience
1	Supervisor <sup>^</sup>	5 years	<ul style="list-style-type: none"> <li>• B. Tech / BE/ MCA</li> <li>• Relevant similar projects experience</li> </ul>
2	Onsite Engineer <sup>^</sup>	3 years	<ul style="list-style-type: none"> <li>• B. Tech / BE/ MCA</li> <li>• Relevant similar projects experience</li> </ul>

Note: (^) Experts required during Onsite support and AMC stage to be based out of the Authority premises

### 2.3. Project Timelines/ Milestones & Payment Schedule

The period of work shall be six (6) months to Go-Live and three (3) years for AMC of the citizen charter portal. The work can be extended further for another term on mutually accepted terms and conditions. The project schedules for the design, development and implementation of YEIDA Citizen Charter Application are as follows:

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S.no	Key Activities/ Milestone	Payment % (of total contract value)
<b>A</b>	<b>Implementation Phase</b>	
1	Signing of Contract with successful bidder	Date of Start (T)
2	Requirement finalization and Work-flow reengineering ( <i>Citizen Charter Portal &amp; Website for YEIDA</i> )	10%
3	Design Development and Implementation of Information Application ( <i>Citizen Charter Portal &amp; Website for YEIDA</i> )	20%
4	Department wise testing of the implemented Information Application ( <i>Citizen Charter Portal &amp; Website for YEIDA</i> ) Training to all the departments	10%
5	Go Live of Citizen Charter Portal & Website for YEIDA Signing of software license agreement for perpetuity after successful testing	20%
<b>B</b>	<b>Operations &amp; Maintenance Phase</b>	
1	AMC with On-Site Support and Help Desk ( <i>Citizen Charter Portal &amp; Website for YEIDA</i> ) - 3 years Quarterly instalments over three (3) years from the "Go-Live" date, based on attendance basis	40%* *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)

**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.
- 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.

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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. Section 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,

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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](http://www.yamunaexpresswayauthority.com) at E-link and Corporation's website [www.uplc.in](http://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](http://www.yamunaexpresswayauthority.com) and Corporation's website [www.uplc.in](http://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](http://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.

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- 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](http://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 fulfil 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



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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 Application 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 Application 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 Application 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.in>, 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

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"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

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"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 90 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.

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**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 Application 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.

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**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 3.9.8 hereof shall qualify for evaluation of their Technical Bids. Bids which do not meet the eligibility as per Clause 3.9.8 shall be rejected and shall not be evaluated further. The Technical Bids will then be evaluated as per the process laid in Clause 3.9.9
- 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

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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.Contactting 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:

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S.No.	Pre-Qualification Criteria	Supporting Document
<b>A. Legal Status</b>		
1.	The Bidder should be a corporation/ company / Firm registered under the Companies Act (a proprietary firm, a Partnership Firm, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society.)	Copy of Incorporation Certificate Appendix 5.3: Form 3 Appendix 5.13: Form 10
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.	Self-Attested Undertaking by the Bidder Company Appendix 5.12: Form 9 Appendix 5.13: Form 10
3.	The firm should have minimum of the following quality management and information Security certifications- <ul style="list-style-type: none"> <li>• CMMI Level 3 or/and – ISO 9001:2008</li> <li>• And ISO 27001:2005</li> </ul>	Scanned copy of valid certificate
<b>B. Financial Capacity</b>		
1.	The Bidder must have an average annual turnover of the applicant from <b>Software IT projects should be at least INR 2 crore</b> in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Bidder from the date of bid submission.	Audited balance sheets and profit and loss statements Appendix 5.2: Form 2 Appendix 5.13: Form 10
<b>C. Technical Capacity</b>		
1.	The Applicant must have successfully completed at least 2 similar projects during the last 5 years with a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities in India  <i>Definition of Similar projects – Development of web enabled Information Application Design for citizen charter related services, Development of web-based citizen charter portal for a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities</i>	<i>Documentary Evidence:</i> 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: <ol style="list-style-type: none"> <li>1. Completion certificate or</li> <li>2. CA certification for 90% completion and payment of the project</li> </ol> Appendix 5.13: Form 10

**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.

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**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.

S.No.	Criteria	Total Score	Documents Submission
1.	<p><b>Specific experience of the consulting firm related to the Assignment</b></p>	<b>40</b>	
	<p>a. The Applicant must have successfully completed similar projects during the last 5 years with a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities in India</p> <p><i>Definition of Similar projects – Development of web enabled Information Application Design citizen charter related services, Development of web-based citizen charter portal for a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities</i></p> <p>(Maximum of 40 Marks)</p> <p style="padding-left: 40px;">2 Projects: 10 Marks</p> <p style="padding-left: 40px;">3 Projects: 20 Marks</p> <p style="padding-left: 40px;">4 or more Projects: 30 Marks</p>	30	<p><i>Documentary Evidence:</i></p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Completion certificate or</li> <li>2. CA certification for 90% completion and payment of the project</li> </ol> <p>(Appendix 5.4: Form 4A Appendix 5.5: Form 4B)</p>
	<p>b. The Applicant must have successfully completed AMC for similar projects during the last 5 years with a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities in India</p> <p><i>Definition of Similar projects –web enabled Information Application Design citizen charter related services, web-based citizen charter portal for a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities</i></p> <p>(Maximum of 10 Marks)</p> <p style="padding-left: 40px;">2 Projects: 10 Marks</p> <p style="padding-left: 40px;">3 Projects: 20 Marks</p> <p style="padding-left: 40px;">4 or more Projects: 30 Marks</p>	10	<p><i>Documentary Evidence:</i></p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Completion certificate or</li> <li>2. CA certification for 90% completion and payment of the project</li> </ol> <p>(Appendix 5.4: Form 4A Appendix 5.5: Form 4B)</p>



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<b>2.</b>	<b>Minimum CMMI certification of Level 3</b>		10	Valid CMMI Certificate
	<b>CMMI Certification Level</b>	<b>Marks</b>		
	Level 3	5		
	Level 4	7		
	Level 5	10		
<b>3.</b>	<b>Qualifications and competence of the key professional staff for the assignment</b>		<b>25</b>	Appendix 5.6: Form 5A Appendix 5.7: Form 5B Appendix 5.8: Form 5C
	1. Project Manager/Team Leader			
	2. Business Analyst			
	3. Developer/Programmer			
	4. Software Tester			
	<p>The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1. General qualifications (general education, training, and experience): 20% weightage</p> <p>2. Adequacy for the Project (relevant education, training, experience in Similar Projects): 50% weightage</p> <p>3. Years of experience in similar role: 20% weightage</p> <p>4. Specific experience in similar industry: 10% weightage</p>			
<b>4.</b>	<b>Technical Presentation:</b>		<b>25</b>	
	a. Understanding of Objectives, Appreciation of Project Area, Comments of ToR and understanding of the assignment and presentation on project (Marks from 0 to 10)			
	b. Approach and Methodology for overall scope of work and presentation on project. The Bidder shall elaborate on innovative measures for a holistic approach towards the Project (Marks from 0 to 10)			
	c. Demo of proposed Application specific to needs of YEIDA Authority (Presentation and technical submission of prototype) (Marks from 0 to 10)			
<b>TOTAL</b>			<b>100</b>	

**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:**

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- 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-  
 $Sf=100 \times FL/F$ , in which Sf 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 (Sf) for all three bidders shall be as follows:  
For Bidder A:  $Sf = 100 \times 15/15 = 100$   
For Bidder B:  $Sf = 100 \times 15/18 = 83$   
For Bidder C:  $Sf = 100 \times 15/20 = 75$
- 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.

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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 its 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. Section 4: General Conditions of Contract (GCC)**

These conditions shall be part of the agreement.

### **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**

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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.

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#### **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 Applicationatic 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

## Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website for YEIDA

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.



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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 4.8, 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 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.

## 5. Section 5: Forms

### 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

Gautam Budh Nagar, Greater YEIDA, Uttar Pradesh, 201308

**Sub: Submission of proposal Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website 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

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- 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 Vendor, 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 Vendor 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)

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website for YEIDA

**5.2. Form 2: Financial Capacity of the Bidder**

Bidder should submit their financial details as per the following:

This is to certify that the Annual Turnover of M/s .....  
having registered office at .....  
.....for last three years is as below:

S. N	Financial year	Name of the Bidder	Turnover (INR crore)
1.			
2.			
3.			
A.	Average Turnover		

**Authorised Signatory**

**(Name & Designation of Authorised Signatory)**

**Signature & Seal of Chartered Accountant:**

For qualification:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
2. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

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**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"><li>• <i>PAN card</i></li><li>• <i>GST registration</i></li><li>• <i>Incorporation Certificate</i></li></ul>	

On Behalf of (Name of Bidder)

Signature of the Authorized Person Name:

Designation:

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website for YEIDA

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

**Firm’s relevant experience/Technical Expertise:**

- a. The Applicant must have successfully completed similar projects during the last 5 years with a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities in India

*Definition of Similar projects – Development of web enabled Information Application Design, Development of web-based citizen charter portal for a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities*

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

- b. The Applicant must have successfully completed AMC for similar projects during the last 5 years with a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities in India

*Definition of Similar projects –web enabled Information Application Design citizen charter related services, web-based citizen charter portal for a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities*

#	Project & Client Name	Project Details	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)

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**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:
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 <i>(clearly indicate the tasks taken up by the Associate of any)</i>

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



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**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:

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**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 Agency for design, implementation and maintenance of Citizen Charter Portal & Web Portal (Application) 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)

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**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]*

*In case of a Consortium, the description shall be provided for all companies forming a part of consortium.*

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**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): 5,900/-

Amount in words: Five Thousand and Nine 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: Seventy Thousand 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

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal  
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**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 YEIDA, Uttar Pradesh, 201308

**Sub: Financial Bid for “*Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal (Application) and Website 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. 90 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

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal  
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**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 YEIDA, Uttar Pradesh, 201308

Subject: Non-Blacklisting declaration in connection with RFP No: YEA/SYS/XXXX/2021 dated xx/xx/2021 for Selection of Agency for design, implementation and maintenance of Citizen Charter Portal & Web Portal (Application) 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/SYS/XXXX/2021 dated XX/XX/2021 for Selection of Agency for design, implementation and maintenance of Citizen Charter Portal & Web Portal (Application) 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

Selection of Agency for Design, Development, Implementation and Maintenance of Citizen Charter Portal  
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**5.13. Form 10: Pre-Qualification Criteria Checklist**

S.No.	Pre-Qualification Criteria	Supporting Document
<b>A. Legal Status</b>		
1.	The Bidder should be a corporation/ company / Firm registered under the Companies Act (a proprietary firm, a Partnership Firm, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society.)	Copy of Incorporation Certificate Appendix 5.3: Form 3 Appendix 5.13: Form 10
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.	Self-Attested Undertaking by the Bidder Company Appendix 5.12: Form 9 Appendix 5.13: Form 10
3.	The firm should have minimum of the following quality management and information Security certifications- <ul style="list-style-type: none"> <li>• CMMI Level 3 or/and – ISO 9001:2008</li> <li>• And ISO 270001:2005</li> </ul>	Scanned copy of valid certificate
<b>B. Financial Capacity</b>		
1.	The Bidder must have an average annual turnover of the applicant from <b>Software IT projects should be at least INR 2 crore</b> in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Bidder from the date of bid submission.	Audited balance sheets and profit and loss statements Appendix 5.2: Form 2 Appendix 5.13: Form 10
<b>C. Technical Capacity</b>		
1.	The Applicant must have successfully completed at least 2 similar projects during the last 5 years with a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities in India  <i>Definition of Similar projects – Development of web enabled Information Application Design for citizen related services, Development of web based citizen charter portal for a State/ Central Government/ Public Sector Undertaking (PSU)/ ULBs/ Development Authorities</i>	<i>Documentary Evidence:</i> 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: <ol style="list-style-type: none"> <li>1. Completion certificate or</li> <li>2. CA certification for 90% completion and payment of the project</li> </ol> Appendix 5.13: Form 10



**5.14. Form 11: Power of Attorney**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for 'Selection of Agency for design, implementation and maintenance of Citizen Charter Portal & Web Portal (Application))' in response to the Tender Document dated \_\_\_\_\_ issued by Yamuna Expressway Industrial Development Authority ("YEIDA" or "the Authority"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to the YEIDA or any other authority, and providing information / responses to the YEIDA, representing us in all matters before the YEIDA, and generally dealing with the Authority in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Tender Document and further till the Contract is entered into with the YEIDA and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender Document.

Signed by the within named  
.....[Insert the name of the executant company]  
through the hand of  
Mr. ....  
duly authorized by the Board to issue such Power of Attorney  
Dated this ..... day of .....

Accepted  
.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested  
.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

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Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. ....  
(Signature)  
Name .....  
Designation.....
2. ....  
(Signature)  
Name .....  
Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant (s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

## 6. Section 6: Annexure

### 6.1. Annexure 1A: List of Citizen services provided by YEIDA

#	NATURE OF GRIVANCE	DEPARTMENTS													
		PROPERTY					FINANCE	PROJECT					HRD	PLANNING	LAND
	SUB- DEPARTMENTS	RESIDENTIAL	GH/ BUILDERS PLOT	INSTITUTIONAL	BUILD-UP HOUSING	INDUSTRY	-	HORTICULTURE	CIVIL	SANCTION OF PUBLIC HEALTH	WATER SUPPLY MAINTAINANCE	ELECTRICAL	-	-	-
1.	Transfer of Plot/Flat/House/Shed	✓	✓			✓									
2.	Transfer of Plot/Flat/House among blood relations as defined	✓	✓												
3.	Transfer of Plot/Flat/House/Shed on death of allottee	✓	✓			✓									
4.	Permission for Co-Alloteeship	✓	✓		✓										
5.	Mortgage Permissions for purchase of plot/house	✓	✓		✓										
6.	Issue of Duplicate Papers	✓	✓		✓	✓									
7.	Surrender of Plot/Flat/House	✓	✓		✓										
8.	Rejection/Acceptance of restoration of allotment	✓	✓		✓										
9.	Execution of Lease Deed	✓		✓											
10.	Execution of Sub Lease Deed		✓												
11.	Extension of time for execution of lease deed	✓	✓	✓	✓	✓									
12.	Calculation for deposit of various due amounts	✓	✓	✓	✓	✓									
13.	Issue of no dues certificate	✓	✓	✓	✓	✓									
14.	Change of address	✓	✓		✓										
15.	One time payment	✓			✓		✓								
16.	Execution agreement to lease	✓			✓										
17.	Transfer of Institutional Land			✓											
18.	Renting of institutional premises			✓											
19.	Change in constitution (has more sub points)			✓		✓									
20.	Issue of functional certificate			✓		✓									

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21.	Grant of extension for implementation of project			✓		✓												
22.	Grant of Mortgage permission			✓		✓												
23.	Mortgage permission as collateral security			✓		✓												
24.	Surrender of institutional plot			✓														
25.	Rejection/Acceptance of restoration allotment			✓		✓												
26.	Acceptance of allotment money before cancellation along with interest as per terms and conditions of allotment					✓												
27.	Renting Permission					✓												
28.	Acceptance of Surrender Application					✓												
29.	Permission for amalgamation/ Deamalgamation of Industrial plots					✓												
30.	Acceptance of allotment money before cancellation along with interest as per terms and conditions of allotment					✓												
31.	Issue of mutation letter after receipt of the copy of transfer deed		✓			✓												
32.	Sanction/Rejection of building plan for buildings on individual residential plots																	✓
33.	Sanction/Rejection of building plan for buildings other than those on individual residential plots																	✓
34.	Sanction/Rejection of building plan for layouts and sub-division of plots																	✓
35.	Sanction/Rejection of building plan for temporary buildings																	✓
36.	Issue of completion certificate for buildings on individual residential plots																	✓
37.	Issue of completion certificate for buildings on plots other than individual residential plots																	✓
38.	Issue of completion certificate for buildings layout and sub-division of plot																	✓
39.	Benefits and Facilities provided to landowners against the acquired/purchased land by the authority																	✓
40.	Direct land purchase A. If already in chunk B. If not in chunk but qualifies conditions mentioned in G.O.																	✓
41.	Payment of additional compensation as per G.O. A. If already in chunk B. If not in chunk but qualifies conditions mentioned in G.O.																	✓
42.	Allotment of 7% abadi plots to eligible farmers A. If already approved and reservation/allotment letters are to be issued B. If list of eligible farmers is to be prepared afresh																	✓
43.	Leaseback to eligible farmers																	✓
44.	Payment of pending compensation to farmers																	✓
45.	Cutting of grass									✓								
46.	Watering of trees									✓								
47.	Tree falling due to storm/dead tree/fallen trees/dry tree									✓								
48.	Heavy pruning for safety of electric wire									✓								

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49.	Tree garbage							✓									
50.	Drain garbage								✓								
51.	Temporary filling of pot holes/road/patch repair								✓								
52.	Removal of rubbish (malba)								✓								
53.	Removal of encroachment from road side (temporary encroachments)								✓								
54.	Drain repair								✓								
55.	Water logging								✓								
56.	Foothpath tilebroken									✓							
57.	Speed breaker damaged									✓							
58.	Drain pullia damaged									✓							
59.	Cleaning of roads									✓							
60.	Removal of garbage on receipt of complaint									✓							
61.	Complaint regarding insanity condition									✓							
62.	Complaint regarding stray dogs/cattles									✓							
63.	Complaint regarding removal dead animals									✓							
64.	Drain blocked										✓						
65.	Cleaning drain										✓						
66.	Breakage of pipeline (water)/sewer line										✓						
67.	Blockage of sewer line										✓						
68.	Dirty water supply										✓						
69.	No water supply										✓						
70.	Repair of street light											✓					
71.	Medical Bill-Hospital/ reimbursements															✓	
72.	Leave Sanction															✓	
73.	Reply of Govt. Letter															✓	
74.	IGRS															✓	
75.	Salary (Placement)															✓	

**6.2. Annexure 1B: List of Citizen services to be provided by YEIDA in Future (tentative)**

#	Service	Description/ Variation	Building	Commercial	Residential	GH	IT	Institutional	Industrial	Horticulture	Traffic Cell	Sanitation & PH	Streetlight	Water Supply
1.	Rescheduling of payments	Following the sanction of a moratorium/zero period on payments, usually following default and successful appeal, an allottee may request re-scheduling of payment plan	✓	✓			✓	✓	✓					
2.	Changes in Shareholding (CIS)	If the allottee is undertaking a reconstitution of its Board and/or shareholding, they must intimate this to the Authority in advance	✓	✓			✓	✓	✓					
3.	Rent Permission	Following issuance of occupancy certificate, an allottee wishes to rent built-up property to a third party, he or she may do so after submitting and having a request approved.						✓						
4.	Joint Name	If an allottee wants to include the name of his or her spouse or some other person in the Lease Deed, he or she must submit a request in the prescribed format.			✓	✓								
5.	Refund of Excess Amount	If an allottee has made a payment in excess of the amount that should have been paid, that allottee may submit a request for.	✓	✓	✓	✓	✓	✓	✓					
6.	Building Plan Approval	Sanction/Rejection of building plan, Revalidation of building plan and Issue of completion certificate	✓	✓	✓	✓	✓	✓	✓					
7.	Damage in Public Parks	Swing/Chair Damaged in the Park- Minor and Moajor								✓				
8.	Change in Constitution	1. Change in Constitution from Individual Person (Proprietorship Firm) to partnership 2. Change in Constitution for changes from partnership to Individual Person (Proprietorship Firm) 3. Change in Constitution for changes from Pvt. Ltd. company/Public Ltd. Company to Partnership Firm to Individual Person (Proprietorship Firm) 4. Change in Constitution for changes from Pvt. Ltd. company/Public Ltd. Or vice-versa		✓				✓	✓					

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9.	Road Maintenance and Traffic Cell	Temporary filling of pot holes/road											✓						
		Patch Repair- Minor and Major												✓					
		Removal of rubbish (malba) from Public Land by the owner Removal of rubbish (malba) by Authority, if the owner fails to comply												✓					
		Removal of encroachment from road side (Temporary Encroachments)												✓					
		Drain Repair												✓					
		Road Side Bushes, Boundary Wall damaged, Park Gate Damaged, Levelling of Road, Drain Cover Damaged, Sign Board and Direction Board, Water logging, Footpath Tile Broken, Speed Breaker Damaged, Iron Net Damaged, Drain Pullia Damaged													✓				
		Bushes in Empty Plot (under YEIDA)				✓									✓				
		Illegal Tower													✓				
		Building Rubbish, Construction Garbage Removal, Left Over Garbage Removal Of Street Hawkers, Medical Waste Removal													✓	✓			
10.	Sanitation and Public Health Services	Cleaning of roads													✓				
		Fogging													✓				
		Drain Garbage, Drain Blocked, Cleaning Drain													✓				
		Burning Of Garbage in Open, Slurge													✓				
		Removal Of Grabage From Weekly/Daily/Monthly Markets													✓				
11.	Street Light Repair and Electricity Department Concerns	Repair of Street Light														✓			
		If cable fault in street light Circuit															✓		
		High mast light in not working															✓		
		If cable fault in high mast															✓		
		Request for repair of fountain a) If nozzle is not working. b) If Motor/Boaring not working.																✓	
		Request for Installation of street light on New pole from sanction date of estimate																✓	

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		Timely ON/OFF for Streetlight												✓	
		Sodium Light												✓	
		Park Light												✓	
		Panel Box damaged												✓	
12.	Water Supply and Maintenance Departments	Regarding water supply at low pressure in save pocket.													✓
		Levelling of Manhole													✓
		Sewer Garbage													✓
		Sewer Main Hole Cover Damaged													✓
		New Water/Sewer Connection													✓



### 6.3. Annexure 2: Formats to be Standardized

Function	Formats to be standardized (Indicative)
Planning	Building plan approval Application, along with supporting documentation
Planning	Building plan approval/permit
Planning	Occupancy Certificate Application, along with supporting documentation
Planning	Occupancy Certificate
Planning	Indemnity Bond (certifying construction shall be as per the Authority's Building Byelaws)
Planning	Building Byelaws
Land	Notifications ( u/s 11, u/s 19, u/s 21)
Land	LOI for sale of farmland (direct purchase)
Land	Affidavit stating land belongs to said individual(s)
Land	Indemnity Bond
Land	Search certificate (detailing last 12 years of ownership history of the concerned land)
Land	Valuation report of identified land
Land	Possession Letter
Projects	Administrative Approval/Expenditure Sanction
Projects	Project Award Letter
Projects	Document(s) required for issuance of Contract Agreement/ Bond
Projects	Contract Agreement/ Bond
Projects	Measurement Book
Projects	Running bill + other documents relevant to billing of projects
Projects	QC Report
Projects	Change request (increase/revision of existing works, substitution, etc.)
Urban Services	Water bill
Urban Services	Work Circle complaint register
Urban Services	Monitoring Report for infrastructure maintenance/water connection/sewerage Connection
Urban Services	Encroachment seizure receipt
Human Resources	Persomnnel File
Marketing	Request order (RO) form sent to selected advertising Agency
Assets	MIS Report

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RTI Cell	RTI query and response
Grievance Management	Grievance received through Online Grievance Portal
Grievance Management	Grievance received through IGRS
Grievance Management	Grievance received through Jansunwai
Property	Scheme document(s) and/or brochure
Property	Allotment Letter(s)
Property	Application for Registry of Land (for execution of Lease Deed)
Property	Lease Deed
Property	Post allotment services: Application form - e.g. Application for transfer of plot, mortgage permission
Property	Post allotment services: Policy document (if any) - e.g. transfer policy, surrender policy
Property	Post allotment services: Sample sanction letter - e.g. sanction of transfer, sanction of change-in-constitution