



Government of Jharkhand

Request for Qualification (RFQ) Cum Request for Proposal (RFP) For Selection of Service Provider for the design, development, implementation and maintenance of Library Management System of Shri Krishna Institute of Public Administration (SKIPA) Library

(RFQ cum RFP No:- SKIPA/01/LMS/2020-21)

2020-21



**SHRI KRISHNIA INSTITUTE OF PUBLIC ADMINISTRATION
GOVERNMENT OF JHARKHAND,
MEUR'S ROAD, RANCHI**

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DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (**the “RFQ cum RFP”**) provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the supply of Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ cum RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP.

The issue of this RFQ cum RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the provision of Services and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1. INTRODUCTION

1.1 Brief Description

The Shri Krishna Institute of Public Administration (SKIPA) is an Administrative Training Institute (ATI) that was established in the year 1952 by State Government with vision to be centre of excellence in the area of secretariat training and management. SKIPA (“**Authority**”) intends to implement Library Management System (“**LMS**”) for the institute. The library of the institute has a special position among the best libraries of the capital of the State of Jharkhand. Besides Gazetteers, reports etc., there are more than thirty thousand books on varied subjects from fiction to references. This library has subscribed to more than 60 (sixty) magazines and journals of national and international level. Arrangements have been made for the scanning of the rare gazetteers available in the library so that they can be preserved. The library is now upgrading itself. The Library is equipped with E-Granthalaya by National Information Centre .

SKIPA (the “**Authority**” or “**Client**”), intends to invite online tenders¹ for Selection of Service Provider for undertaking the design, development, implementation and maintenance (“**Services**”) of Library Management System for the SKIPA Library.

- 1.1.1 The Authority is undertaking a single stage competitive E-Tender process adopting Quality and Cost Based selection (“**QCBS**”) method, wherein the Technical Bid score shall be given 70% (seventy percent) weightage and Financial Bid score shall be given 30% (thirty percent) weightage in the selection process, for selecting an eligible entity for provision of Services. A Bidder, if it intends to submit bid for rendering Services shall be required to submit single Technical Bid and Financial Bid for offering to render Services in accordance with terms hereof.
- 1.1.2 The Authority is conducting an open competitive E-Tendering Process on the website www.jharkhandtenders.gov.in (“**Website**”), in accordance with the procedure set out herein and the related Instruction available online on the said Website. The Authority shall award the purchase Contract to the selected successful bidder in accordance with the provisions of this RFQ cum RFP.
- 1.1.3 The Bidders shall submit the Technical and the Financial Bid as per the instructions of the E-Tendering system as set out herein and on the Website.
- 1.1.4 The Selected Bidder(s) shall be responsible for carrying out self-assessment in respect of their capacity in terms of manpower, machine and finance required for delivery and performance of the Services, and shall ensure that required skilled manpower and adequate finances are deployed to comply with the terms of the contract (“**Contract**”) to be entered into between the Service Provider and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.5 The scope of work will broadly include description of Services in conformity to the terms

¹To be modified if manual tendering is undertaken

hereof, details set out under Appendix III [Scope of Services], and more particularly under the Contract.

The Contract sets forth the detailed terms and conditions for provision of the Services in relation to design, development, implementation and maintenance of LMS application.

- 1.1.6 The statements and explanations contained in this RFQ cum RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the obligations of the Service Provider set forth in the Contract or the Authority's rights to amend, alter, change, supplement or clarify the terms governing the services, to be awarded pursuant to this RFQ cum RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive online Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the time and the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.1.8 The Bidder shall be a single entity. No consortium is allowed for execution of this Project. It shall be mandatory for the Bidders to get itself registered with the e-procurement portal i.e. <https://www.jharkhandtenders.gov.in>, for obtaining user ID and password, in accordance with the procedure specified in the E-RFQ cum RFP Notice, to participate in this RFQ cum RFP. The Bidder shall also be required to ensure and procure that its authorized signatory shall have been issued by competent authority in India, valid Digital Signature Certificate (DSC)²
- 1.1.9 Any Bidder which has been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any related procurement process, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid hereunder.
- 1.1.10 Any Bidder, who in the last three years, have 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, or have been expelled from any project or contract by any public authority or have had any contract terminated by any public authority for breach of Contract, shall be ineligible from participating in this Bid.

1.2 Brief description of E-Tender Process

- 1.2.1. The Authority has adopted a single-stage e-tendering process (the "**E-Tender Process**") to be conducted on the Website, for selection of most competent Bidder for award of the mentioned Services for design, development, implementation and maintenance of Library Management

²To be modified if manual bid is called for

System. Under the E-Tender Process, Bidders are required to familiarize themselves with the instructions available on the Website in relation to online submission of their Bids. All Bidders shall be required to upload scanned copies of the documents comprising the Technical Bid (“**Technical Bid**” OR “**Qualification Bid**”), and the Financial Bid to be filled on the electronic platform, in the format set out at Appendix II). In the first step of opening and evaluation of online bids, the Qualification Bids of all Bidders shall be evaluated so as to determine whether they are responsive in terms of Clause 3.2.1 and thereafter the scores shall be allocated to the responsive Technical Bid in accordance with terms hereof to shortlist the bidders who score at least 70 marks pursuant to their Technical Bid evaluation; for opening, evaluation and marking of their Financial Bids on the electronic platform. Based on the respective weightage allocated to Technical Bid and Financial Bid, namely, 70% [Technical Bid] and 30%[Financial Bid], the final score shall be computed to determine the Bidder achieving highest score [“**Highest Bidder**”]. Normally, the Highest Bidder shall be the successful Bidder selected for award of the supply Contract.

- 1.2.2. The Bid shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the Bid Due Date.
- 1.2.3. The Bidding Documents includes the draft General Conditions of Contract, Special Conditions of Contract and related Appendices. Subject to the provisions of Clause 2.1.4, the aforesaid documents and any addenda issued subsequent to this RFQ cum RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. In terms of the RFQ cum RFP, the Bidder is required to submit, along with its Bid, a bid security equivalent to an amount of Rs. 50000/-(Rupees Fifty Thousand only) as the Bid Security (“**Bid Security**”). The Bid Security will be refundable, not later than 180 (One Hundred and Eighty) days from the Bid Due Date except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have to provide Bid Security in the form of a Bankers Cheque or Demand Draft, drawn on a Scheduled Commercial bank of India, and in favor of “**Director, Shri Krishna Institute of Public Administration**” payable at Ranchi. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The scanned copy of the financial instrument used to furnish Bid Security shall be uploaded on the Website and the original Bid Security (ies) shall be physically submitted at the Authority’s address given at clause 2.1.3 by the time set out in respect thereof at E- Tender Schedule at clause 1.3.
- 1.2.5. The Bidders are required to carry out, at their cost, such due diligence as may be required for submitting their Bids for award of the Services, in accordance with the terms and conditions of the Contract.
- 1.2.6. Financial Bid: Financial Bid are invited to be submitted on the basis of the lumpsum price quote (to be made in words and figures) made by Bidder for meeting its aggregate costs for

undertaking design, development, commissioning and maintenance of LMS by way of successful demonstration of Go live as per the defined scope and Good Industry Practices. Based on the quote made by Bidders, the lowest quote shall be identified, and relevant quotes would be allocated marks in accordance with terms hereof for selection of successful bidder. The Bidder shall submit its Financial Bid online in the format provided at Appendix II: Format for Financial Bid.

In this RFQ cum RFP, the term “**Highest Bidder**” shall mean the Bidder scoring the highest marks pursuant to QCBS evaluation as per assigned weightages.

- 1.2.7 Generally, the Highest Bidder shall be the Selected Bidder.
- 1.2.8 Further and other details of the process to be followed and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.9 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.1.3 The envelopes/ communication by fax or email shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFQ cum RFP for Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library”.

1.3 Schedule of E-Tender Process

The Authority shall endeavor to adhere to the following schedule. However the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date
Issue of RFQ cum RFP Document	11/02/2021
Bid Submission Start Date and Time --	11/02/2021
Bid Submission End Date and Time -- “Bid Due Date”	By 03: 00 PM on 22/2/2021
Submission of specified Documents of Technical Bid [as required in terms hereof] in Physical Form at Authority’s address given at clause 2.1.3 hereof	By 03: 00 PM on 24/2/2021
Online Opening of Technical Bids	At 04: 00 PM on 24/2/2021
Online Opening of Financial Bids	Will be informed later on, after the evaluation of Technical Bids [only to Bidders who qualify the Technical Evaluation and are eligible for opening of Financial

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	Bids]
Issue of Letter of Award (LOA) to Selected Bidder	Within 30 days of Bid Due Date
Validity of Bids	120 days of Bid Due Date
Execution of Contract	Within 30days of award of LOA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 A Bidder shall submit only 1 (one) Bid. No consortium is allowed for the purposes of this RFQ cum RFP.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFQ cum RFP, but defined in the Contract shall have the meaning respectively assigned thereto in the Contract.

2.1.3

- i) The Bidding Documents can be obtained from the addresses specified herein below upon making payment of prescribed Document Fee of INR [5000.00] (“**Document Fee**”) and EMD Fee of INR [40000.00] (“**Earnest Money Deposit**”) and obtaining receipt thereof. Alternatively, the document can also be downloaded from www.jharkhandtenders.gov.in, free of cost initially; however, in such case the Document Fee shall be payable in the form of a demand draft, the scanned copy thereof to be uploaded on E-tender Website as part of Technical Bid, while the original to be submitted in physical form at below given address by the time set out in respect thereof at E- Tender Schedule at clause 1.3 above.

The Director

Shri Krishna Institute of Public Administration

Meaur’s Road, Ranchi – 834008

Jharkhand

FAX: 0651-2283806

Phone: 2283804

Email: skipa.ranchi-jhr@nic.in

Web site: <http://skipa.nic.in>

For avoidance of doubt, it is clarified that the Bid shall be submitted online on or before the Bid Due Date at the electronic platform available on the Website.

- 2) Refundable of EMD (earnest money deposit) Amount of Rs. 40,000/- (Forty Thousand Rupees) Fee shall be payable in the form of a demand draft for Security purpose, participating Bidder should be submitted on or before 24.02.2021 up to 03:00 **pm only at, The Director Shri Krishna Institute of Public Administration Meaur’s Road, Ranchi by hand only.**

2.1.4 Not with standing anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the Contract [i.e GCC and SCC] shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue

to have effect in addition to its obligations under the Contract.

- 2.1.5 The Qualification Bid shall be uploaded on Website as per formats provided in Appendix-I of this RFQ cum RFP:

ANNEXURE A	:	Letter comprising the Bid
ANNEXURE B	:	General Information of Bidder
ANNEXURE C	:	Power of Attorney for Signing of Bid
ANNEXURE D	:	Technical Capacity of Bidder
ANNEXURE E	:	Financial Capacity of Bidder
ANNEXURE F	:	Bid Checklist

The Qualification Bid shall besides the aforesaid formats include the Supporting Documents, Document Fee and Bid Security, scanned copies whereof is to be uploaded on Website and original of Instrument of Document Fee and Bid Security, Power of Attorney to be submitted physically in original to Authority's designated address.

- 2.1.6 The Financial Bid shall be submitted online in the format available on Website, which is enclosed as reference at Appendix-II hereto; clearly indicating the offered price amount in both figures and words subject to and in accordance with terms hereof. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Only one Financial Bid shall be submitted.

2.1.7 **Registration by Bidders**

- (a) Each Bidder will be required to register itself on <https://jharkhandtenders.gov.in> which is the Web. Each Bidder shall procure a User ID and password for submitting the Bid. The registration so obtained by the Bidder shall be valid for one year from the date of registration.
- (b) Only registered Bidders, who meet the eligibility criteria's, will be eligible to participate in this E-Tender. A manual to facilitate in the registration process is provided at the Website.
- (c) Each of the Bidders' authorized signatory shall have a valid Digital Signature Certificate issued by any of the certifying authorities.
- (d) Each of the Bidders shall safely keep their User ID and password, which will be issued upon registration on the Website, and which is necessary for participating in the E-Tender Process.
- (e) The Bidders shall not disclose their User ID as well as password and other material

information relating to the Bidding Process to any one and safeguard its secrecy.

- (f) The Bidders are advised to change their password immediately on receipt from the Web site.
- 2.1.8 As mentioned in Clause 1.2.4 above, the Bidder shall submit a Bid Security in accordance with the provisions of this RFQ cum RFP.
- 2.1.9 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date except in the case of the Selected Bidder (s) whose Bid Security shall be retained till it has provided a Performance Security.
- 2.1.10 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Bid to commit the Bidder.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the E-Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest

that affects the E-Tender Process, if:

- a) the Bidder or its Associate and another Bidder, or Associate have common controlling shareholders; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder has the same legal representative for purposes of this E-Tender as any other Bidder; or
- d) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- e) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the E- Tender Process is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the E- Tender Process.

Explanation:

For purpose of this RFQ cum RFP, the experience of Associate shall not be allowed for purposes of qualification³. For the purposes of this RFQ cum RFP, term Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “Control” means, with respect to a person which is accompany or corporation, the ownership, directly or indirectly of more than 50% (Fifty percent) of the voting shares of such person, and with respect to a person which is not accompany or corporation, the power to direct the management and policies of such person, by operation of law.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical qualification hereunder, the following shall apply:

- (a) A Bidder shall be a single legal entity who meets the eligibility criteria specified herein.

2.2.2 Minimum Eligibility Criteria

I. To be considered as technically qualified for short listing for opening of Financial Bid for rendering Services, a Bidder shall fulfill the following minimum eligibility criteria (the “**Minimum Eligibility Criteria**”) and score there under minimum 70 marks as per the

³This may be modified if Associates technical experience is allowed

allocation of marks as respectively set out in the table below:

- a) For demonstrating technical capacity and experience (the “**Technical Capacity**”), and the Financial Capacity (“**Financial Capacity**”), the Bidder shall be required to demonstrate the following technical and financial capacity, over the period of 03 (three) years immediately preceding the Bid Due Date:

S. No.	Technical /Financial Criteria	Maximum allocated
I	<i>Technical Capacity -</i>	
A.	<p>Bidder Should have, in the last three years immediately preceding the Bid Due Date, successfully implemented/undertaken minimum 2 projects of design, development, implementation and maintenance of Library Management System or similar application with minimum value of at least Rs.10lacs (excluding AMC cost) in Govt/PSU/Other reputed Institutes/firms in India.</p> <ul style="list-style-type: none"> • For minimum 2 project – 30 Marks; and for each extra project 5 marks; subject to maximum 50 Marks. <p>Note: - Work Order/Completion certificate/Certified documents in support of past contracts with Govt /PSU/ Other reputed Institutes/firms for design, development, implementation and maintenance of Library Management System, giving details confirming year and place of activity.</p>	50
B.	<p>Bidder immediately preceding the Bid Due Date, should have minimum Quality Certification of ISO 9001:2008 or ISO 9001:2015.</p> <p>For minimum Quality Certification of ISO 9001:2008 or ISO 9001:2015: 10 Marks</p> <p>Note: - Only <i>Certified documents from authorized body will be accepted.</i></p>	10
C.	<p>The <u>Registered Office</u> or one of the <u>Branch Offices</u> is located in Jharkhand or in Border states for at least last 2 years.</p> <p>Note: - in case of presence of such office, the Bidder</p>	10

	shall provide Self Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address at which the office is housed.	
II	Financial Capacity –	
A.	<p>a) The bidder should have minimum Average Annual Turnover of an amount equivalent to <u>INR 50 Lakhs</u> from IT/ITeS services, in the last three financial years immediately preceding Bid Due Date.</p> <p>>= 50(Lakh Turnover) <60: 20Marks >= 60 lakh Turnover: 30 Marks</p> <p>Note: - Bidders having Average Annual Turnover less than prescribed threshold shall notwithstanding anything to the contrary contained herein, not be eligible for any further evaluation under this E- Tender Process</p> <p>Supporting Documents to be uploaded: CA/Statutory Auditor {embossing its name, signature, stamp and membership number} certificate duly supported by audited Financial Statement/Annual Accounts stamped by authorized signatory of Bidder and also by aforesaid CA/Auditor.</p>	30

As per the marking assigned in the table above, each Bidder shall be assigned score for Technical Bid (S_{TB}). Bidders whose S_{TB} shall be 70 or above shall be the qualified bidders (Qualified Bidders), who shall be eligible for opening and evaluation of their Financial Bid.

b) The Bidder shall provide the information's in respect of its Financial Capacity as per the format set out at Annexure E of Appendix I hereof.

2.2.3 In case the annual accounts/Financial statement for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the statutory auditor/CA . In such a case, the Bidder shall provide the audited annual accounts/Financial statement for the three financial years preceding the latest financial year for which the audited annual accounts/Financial statement is not being provided.

2.3 The Bidder shall ensure that the scanned copies of all documents to be uploaded on the website is digitally signed by the authorized representative of the Bidder in whose name the power of attorney has been executed.

2.4 Cost of Bidding

2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the E-Tender Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the E-Tender Process.

2.5 Verification of information and Services Requirements

2.5.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for undertaking the services under the Contract [if awarded in terms hereof].

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the services) in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract; and
- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority 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 the Bidding Documents including the RFQ cum RFP or the E-Tender Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or

liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.6.2 Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to accept or reject any Bid and to annul the E-Tender 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. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. 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) to choose the Selected Bidder in accordance with Clause 3.3.5 and 3.3.6; or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the E-Tender Process.
- 2.6.4 In case it is found by Authority during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Contract, and if the Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

2.7 Contents of the RFQ cum RFP

- 2.7.1 This RFQ cum RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

Invitation for Bids

Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

I Formats for Qualification Bid

- ANNEXURE A. Letter comprising the Bid
- ANNEXURE B. General Information of Bidder
- ANNEXURE C. Power of Attorney for Signing of Bid
- ANNEXURE D. Technical Capacity Submission Format
- ANNEXURE E. Financial Capacity
- ANNEXURE F. Checklist

II. Indicative Format for Financial Bid

III. Scope of Services

III. Format for Performance Security

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the schedule of E-Tender Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein. The responses will be given on e-mail and hoisted on the Website.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFQ cum RFP

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of an addendum (“**Addendum**”).
- 2.9.2 Any Addendum issued hereunder will be uploaded on the Website.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are uploaded and received in the required formats and complete in all respects.
- 2.10.2 The Bid enclosures shall be digitally signed by the authorized signatory of the Bidder on each page, and uploaded on the Website in accordance with terms hereof and as per the instructions given on the Website. Bidders are advised to visit the website on regular basis to keep itself abreast of all latest information’s in respect of and/or in connection with this RFQ cum RFP.

2.11 Uploading of Bids Online, and Certain Enclosures to be submitted in Physical Form

2.11.1

I. Online Bids:-

- a) Technical Bid: The Bidders will be required to upload scanned copy of documents (as per clause III below) establishing that it meets the Minimum Eligibility Criteria; and shall also submit (besides uploading) in physical form certain supporting documents (mentioned in Clause 2.11.1 (II) below) at the Authority’s address set out at clause 2.1.3 above. Technical Bid must not contain any information relating to Financial Bid.
- b) Financial Bid: Financial Bid are invited to be submitted on the basis of the lumpsum price quote (to be made in words and figures) made by Bidder for meeting its aggregate costs for undertaking design, development, implementation and maintenance of Library Management System by way of successful demonstration of Go live as per the defined scope and Good Industry Practices. Based on the quote made by Bidders, the lowest quote shall be identified and relevant quotes would be allocated marks in accordance with terms hereof for selection of successful bidder. The Bidder shall submit its Financial Bid online in the format provided at Appendix II: Format for Financial Bid.

II. Supporting Documents to be submitted offline in physical form

The Bidder shall besides uploading scanned copies of the following on the Website,

Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library

also submit original of the following documents offline in sealed envelope at Authority's office address set out at clause 2.1.3 no later than the time specified in clause 1.3 hereof:

- (i) Original Bid Security.
- (ii) Original Power of Attorney duly stamped and notarized by Public Notary.
- (iii) Document Fee [if bidding Documents downloaded and not purchased physically]

III. The Bidder shall upload scanned copy of the following documents online on the Website:

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- b. General Information of Bidder (Appendix – I - **ANNEXURE B**)
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**);
- d. Bid Security
- e. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE D**);
- f. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE E**);
- g. Bid Checklist (Appendix – I - **ANNEXURE F**);
- h. Receipt of Document Fee [if purchased from designated address of Authority] OR Document Fee instrument [if bidding document downloaded].
- i. Supporting Documents demonstrating fulfillment of Minimum Eligibility Criteria as per clause 2.2.2 hereof.

2.11.2 The Bidder shall, subject to and in accordance with terms hereof, submit its Financial Bid online on the Website by submitting its quote in figure and words in the format specified on Website and enclosed herein for ready reference at Appendix – II.

2.11.3 The documents set out at Clause 2.11.1 (II) shall be placed in an outer envelope, which shall be sealed. The Envelope shall clearly bear the following identification:

“Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library [.] [.] {shall clearly indicate the name and address of the Bidder.}

2.11.4 The envelope shall be addressed to and submitted as per the details set out in Clause 2.1.3 of the RFQ cum RFP and deposited to Authority in this regard.

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.7 Documents set out at Clause 2.11.1 (II) if submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 Bid Due Date and Time

2.12.1 Bids should be uploaded on or before the Bid Due Date at the electronic platform in the manner as detailed in this RFQ cum RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Online 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. Further, the Supporting Documents enumerated at Clause 2.11.1 (II), which is also required to be submitted in physical form (besides being uploaded) shall mandatorily be required to be submitted as per the timelines given in schedule set out at clause 1.3 hereof and in the event of any delayed submission, the Bid shall be liable for summary rejection.

2.14 Contents of the Bid

2.14.1 The Qualification Bid for the mentioned services shall be uploaded online in the formats provided under Appendix – I.

2.14.2 The Financial Bid shall be furnished online in the format at Appendix – II.

2.14.3 The Service Provider will generally be awarded to the Highest Bidder.

2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFQ cum RFP.

2.14.5 The proposed Contract shall be deemed to be part of the Bidding Documents.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, as per the process set out in E-RFQ cum RFP Notice⁴. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the

⁴E- NIT to be enclosed setting forth the Website related functional details adopted by GOJ or its agency

specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 If any Bid received by the Authority is found not digitally signed and/or not accompanied by the Bid Security as specified in Clause 2.1.8, it may be summarily rejected.

2.16.2 Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to reject any Bid and to annul E-Tender Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.

2.16.3 The Authority reserves the right not to proceed with the E-Tender Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (One hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

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 E-Tender Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the E-Tender 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.

2.19 Correspondence with the Bidder

Save and except as provided in this RFQ cum RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bid shall be summarily rejected if it is not accompanied by the Bid Security (ies, as required to be furnished in accordance with terms hereof). The Bid Security of unsuccessful Bidders shall be refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date except in the case of the Selected Bidder (s) whose Bid Security shall be retained till it has provided a Performance Security.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Save as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the E-Tender Process is cancelled by the Authority.
- 2.20.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP;
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by the Bidder from time to time;
 - (c) In the case of selected Bidder(s), if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Contract; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Contract;

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall before opening the online Bid submissions, check the physical submissions as set out at clause 2.11.1 (II) to determine if they are submitted as per the requirements of this RFQ cum RFP. In the event the physical submissions of Bidders as set out at clause 2.11.1 (II) are determined to be in compliance with terms hereof, then Authority shall open the online submitted Qualification Bid of only such Bidders, at the time and date set out in clause 1.3 hereof, in the presence of the Bidders who choose to attend. For avoidance of doubt, it is clarified that, Bidders whose physical submissions are not in compliance with terms hereof, shall be rejected and their online Bids shall not be opened for evaluation.
- 3.1.2 The Authority will subsequently examine and evaluate the Qualification Bid in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Qualification Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid.

3.2 Tests of responsiveness

- 3.2.1 As part of the evaluation of Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at Appendix – I;
 - (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is uploaded as per the instruction issued hereunder
 - (d) it does not contain any condition or qualification;
 - (e) it is not non-responsive in terms hereof.
- 3.2.2 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.

3.3 Selection of Bidder

- 3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1, shall be eligible for evaluation and marking of their online Technical Bid as per marks allotted and marking criteria set out at table in clause 2.2.2 above.

- 3.3.2 Pursuant to the evaluation of the Technical Bid Submissions of Bidders and marks allotted as per clause 2.2.2 above, the Bidders scoring 70 Marks of above shall be the Qualified Bidders, who shall be eligible for opening of their Financial Bid. The time and place of opening of Financial Bid shall be intimated separately only to Qualified Bidders.
- 3.3.3 The Financial Bid (s) of the Qualified Bidders would be opened and the Qualified Bidder quoting the lowest lump sum amount shall be allotted maximum marks of 100 in lieu of their price quote, and the remaining Qualified Bidders shall be allotted proportionate marks determined as per following formulae:-

$$S_{FB} = \frac{FB_{LB}}{FB_{EB}} * 100$$

Where;

S_{FB} = Marks to be allotted for a Financial Bid

FB_{LB} = Lowest Financial Bid Quote Received

FB_{EB} = Financial Bid Quote of Qualified Bidder [whose proportionate marks is being calculated]

Pursuant to the evaluation and marking of Financial Bid (s), the marks scored by Qualified Bidder in Technical Bid evaluation shall be arithmetically added with score of Financial Bid evaluation, in the weighted ratio of 70% [Technical Bid Score] and 30% [Financial Bid Score] as per the following formulae:-

$$(S_{EB} = S_{TB} * .7 + S_{FB} * .3);$$

Where:

S_{EB} = Final Score of Qualified Bidder

S_{TB} = Score of Technical Bid

S_{FB} = Score of Financial Bid

And subject to the discretion of the Authority, the Qualified Bidder scoring the highest marks (S_{EB}) shall be declared as the selected Bidder (the “**Selected Bidder**”).

- 3.3.4 In the event that 2(two) or more Qualified Bidders score the same marks (the “**Tie Bidders**”), the Selected Bidder shall be the Qualified Bidder who shall have scored higher marks in Technical Bid evaluation.
- 3.3.5 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance the Authority may in its sole and absolute discretion decide to annul the Bidding Process or stake such action as it may deem fit.
- 3.3.6 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority

to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.

- 3.3.9 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Contract within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviations in the Contract.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the E-Tender Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Tender Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Service Provider, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the E-Tender Process, or after the issue of the LOA or the execution of the Contract, such Service Provider shall not be eligible to participate in any tender or RFQ cum RFP issued by the Authority during a period of 2 (two) years from the date such Service Provider, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the E-Tender 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 E-Tender Process or the LOA or has dealt with matters concerning the Contract 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 E-Tender Process);
 - b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the E-Tender Process ;

- c) “**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 E-Tender Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the E-Tender Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the E-Tender Process.

5. PRE-BID CONFERENCE & CLARIFICATIONS

- 5.1 Pre-bid conference of the Bidders shall be convened on/ /at Office of [.] wherein the inputs/feedback would be received from prospective bidders.

6 MISCELLANEOUS

- 6.1 The E-Tender Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the E-Tender Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the E-Tender Process and/or amend and/or supplement the E-Tender Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I:
FORMATS FOR QUALIFICATION BID**

**ANNEXURE A
Letter Comprising the Bid**

Dated:

To

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

Tel:

Fax:

Sub: Bid for Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library.

Dear Sir,

1. With reference to your RFQ cum RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.14 of the RFQ cum RFP;
 - c) 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 4.3 of the RFQ cum RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ cum RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the E-Tender Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Selection of Service Provider for the design, development, implementation and maintenance of Website cum Portal of SKIPA Service Provider, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFQ cum RFP.
 9. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the mentioned services or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any Service Provider of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. I/ We further certify that no investigation by a regulatory authority is pending against us or against any of our Directors/ Managers/ employees.
 12. I/ We undertake that in case due to any change in facts or circumstances during the E-Tender Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 13. We acknowledge that we fulfill the minimum eligibility on the basis of our Technical Capacity and Financial Capacity.
 14. I/ We are an existing entity under relevant laws of India.
 15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever

otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the E-Tender Process itself, in respect of the mentioned services and the terms and implementation thereof.

16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the Bidding Documents. We agree not to seek any changes in the aforesaid Contract and agree to abide by the same.
17. I/We have studied all the Bidding Documents carefully and also understand that except to the extent as expressly set forth in the Contract, I/ 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 it.
18. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP; draft Contract, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
19. The Bid Security in the form of a[.] is attached.
20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the mentioned services are not awarded to me/us or our Bid is not opened.
21. I/We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFQ cum RFP.

Yours faithfully,

Date: _____ (Signature of the Authorised signatory)
Place: _____ (Name and designation of the of the Authorised signatory)

Name and seal of Bidder

ANNEXURE B
GENERAL INFORMATION OF BIDDER

1.
 - a) Name:
 - b) Country of incorporation/constitution:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the mentioned services:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. The following particulars as per the table given below:-

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred/ Black listed by the {Central/State} Authority, or any entity controlled by it, from participating in any provision of mentioned services?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder's supply contract been terminated on account		

	of deficiency in performance/supply, in the last 3 (three) years?		
--	---	--	--

6. A statement by the **Bidder** disclosing material non-performance or contractual non-compliance in past for mentioned services contract, related contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

ANNEXURE C
POWER OF ATTORNEY FOR SIGNING OF BID
(Refer Clause 2.1.10)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. _____ / Ms. _____ (Name), son/ daughter/ wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for procurement, of “**Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library**” proposed or being developed by SKIPA (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all agreement including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the mentioned services and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure ,if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

ANNEXURE D
TECHNICAL CAPACITY OF BIDDER
(Refer to Clause 2.2.2 I (a) of the RFQ cum RFP)

For each category/combination of Contract defined in clause 2.2.2 I, separate sheet detailing the contract information's as per table below should be furnished:-

S.No	Client Name	Contract Price	Date of completion	Details of services provided	Value Received during last 3 years preceding BDD
1.					
2.					
3.					
4.					
5.					

Note:-

1. Documents including *interalia* Copy of contract along with Client certificate (Work Order/Completion certificate/Certified documents in support of past contracts with Govt / PSU/ Other reputed Institutes/firms for design, development, implementation and maintenance of Library Management System, giving details confirming year and place of activity) and Statutory Auditor/CA certificate as per details enumerated in table set out at Clause 2.2.2 I(a) to be also uploaded.

ANNEXURE E
FINANCIAL CAPACITY OF BIDDER
(to be certified by the statutory auditor/CA)

(Refer to Clause 2.2.2 I (b) of the RFQ cum RFP)

S.No	Year	Annual Turn Over from IT/ ITeS services
1.		
2.		
3.		

Average Annual Turn Over = [.....]

Instructions:

1. The Bidder shall provide supporting documents interalia including copies of the audited financial statements/annual accounts and CA/Statutory Auditor certificate subject to and in accordance with the terms of RFQ cum RFP. (CA/Statutory Auditor {embossing its name, signature, stamp and membership number} certificate duly supported by audited Financial Statement/Annual Accounts stamped by authorized signatory of Bidder and also by aforesaid CA/Auditor)

Note:

For conversion of US Dollars to INR, the rate of conversion shall be the conversion rate as published by the International Monetary Fund for the relevant date on the date 60 (sixty) days prior to the Bid Due Date.

ANNEXURE F
BID CHECKLIST

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder (Appendix – I - ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C);		
4	Technical Capacity of the Bidder (Appendix – I - ANNEXURE D);		
5	Financial Capacity of the Bidder (Appendix – I - ANNEXURE E);		

APPENDIX – II: FORMAT FOR FINANCIAL BID

Financial Bid (Refer Clause 2.1.6)

Dated:

To

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

Tel:

Fax:

Sub: Bid for the procurement of Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library.

Dear Sir,

1. With reference to your RFQ cum RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, and pursuant thereto, hereby submit my/our Financial Bid for the aforesaid mentioned services as per Schedule of Requirements set out at Appendix III hereof and other terms of the RFQ cum RFP. The Bid is unconditional and unqualified.
2. Our Financial Bid offer is [.....] {.....(in words)} . The quoted price shall be for design, development, implementation and maintenance support. 76 % of total quoted amount will be paid for design, development, implementation and go-live of the LMS as per payment terms. 24 % of total quoted price shall be paid for annual maintenance service for 02 (two) years, as per payment terms.
3. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFQ cum RFP.
4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. By filling this Form online, we hereby irrevocably consent and agree to be bound by all the terms and conditions set out hereunder.

Note:-

The Bidder shall not quote in decimal or fraction and shall provide the quote both in figures and words. Further the quote in words shall take precedence over figures and shall be deemed as final.

Any conditional Bid shall be summarily rejected.

APPENDIX III : SCOPE OF SERVICES

1. Background

The Shri Krishna Institute of Public Administration (SKIPA) is an Administrative Training Institute (ATI) that was established in the year 1952 by State Government with vision to be centre of excellence in the area of secretariat training and management. SKIPA (“**Authority**”) intends to implement Library Management System (“**LMS**”) for the institute library. The library of the institute has a special position among the best libraries of the capital of the State of Jharkhand. Besides Gazetteers, reports etc., the library is now upgrading itself to be connected with E-Granthalaya by National Information Centre to become a part of the National Knowledge Network. Factsheet of existing library resource e.g. books, journal, CD/DVD etc. are detailed herewith:-

S.N	Particular	Number
1.1.	Books	35,637
1.2.	CD/DVD	1,53
1.3.	Journals	49
1.4.	Users	2,10

In case of increase in the above-mentioned Books, CD/ DVD & Journals, the Authority shall pay the RFID cost to the Service provider for additional books, CD/DVD & Journals as per actual cost incurred by the Service provider.

LMS shall be an open source MIS application to minimize manual work, reduce time and to have proper maintenance of records.

The key feature of LMS are given below:-

- a) Open source
- b) Responsive application
- c) Cloud hosted and scalable
- d) Compatible with all commonly used browser
- e) Barcode based resource (inventory)management

2. Module and functionality of Library Management Software

Indicative modules and the functionalities of an LMS are given in below table:

Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library

S.N	Module/Sub-Sub module	Brief Functionality
2.1.	Add new book	User should able to register a new book into the inventory of the library. System shall capture the book title, writer, publisher, edition, year etc.
2.2.	Inventory management	<ul style="list-style-type: none"> ▪ User should be to add update or del quantity of inventory ▪ User should also able to locate the inventory through MIS
2.3.	Catalogue Management	Creating metadata by describing the resource (Books, CD/ DVD etc), setting up name and title, assigning classification number.
2.4.	Fine Management	<ul style="list-style-type: none"> ▪ User should able to calculate fine, ▪ Fine collection ▪ Creating stock value
2.5.	RFID	<ul style="list-style-type: none"> ▪ RFID based tracking of movement of material, listing and material management. RFID will help & enhance the process speed and saving librarian time in issuing, borrowing and returning books, CD, Journals etc.
2.6.	Public Service	<ul style="list-style-type: none"> ▪ User should be able to place issue request, return and have access to reports ▪ Librarian should bale to issue and collection
2.7.	User Management <ul style="list-style-type: none"> ▪ user should able to register in system and can create profile by providing demographic details and education details ▪ Grant access in system based on the user categories. ▪ Indicative list of user categories is – Librarian, Teacher/ Faculty, Students and MIS administrator etc. ▪ FAQ's, ▪ Complain redressal system for admin and other member users ▪ library members to have online access from remote location of library resource info including e-resources 	<ul style="list-style-type: none"> ▪ Create role-based access control in system to add, delete, view and configure. ▪ Resource issue request ▪ Resources return ▪ Resource issue ▪ Resource collection ▪ Fine calculation etc.
2.8.	Reports	<ul style="list-style-type: none"> ▪ List of expected reports shall be provided along with template

3. Design Development, Maintenance and Implementation:

3.1. Design and Development of MIS

Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library

The Service Provider shall follow the following stages for LMS application implementation.

Stages	Description	Document
Requirement	The Service Provider shall, in detail study the business process and shall prepare AS_IS document. The AS_IS document shall have the detailed process description and user's actions and process-output.	AS_IS document
Development	The Service Provider shall in this stage design and develop the LMS MIS application referring to the requirement document	Design Document
UAT	Once the application is being developed and functionalities have been tested by the Service Provider team. User shall test the MIS application and observe the intended process output. If Output result meets the expectation then Service Provider may decide for Go-Live of the application	UAT Report
GO-Live	Implementation of LMS MIS for General user	Go-Live document

3.2. Software Hosting

The LMS shall be hosted on cloud platform. The selected Service Provider shall provide the technical specification and requirement for hiring Cloud Service Provider. The Service Provider shall procure and implement cloud platform for system implementation.

3.3. Performance Standards and other attributes

The system should adhere to the performance standards as defined in Annexure -A: Service Level Agreement & Damages. Failure to meet the expectation of performance the Service Provider shall pay the damages.

The service Provider shall develop LMS MIS, considering future requirement where inventory/ Resource and users may increase. The Service Provider shall provide application security by installing proper antivirus application.

4. Capacity Building and Training

The Service Provider shall describe in detail its approach for training and knowledge transfer to end users. The training shall comprise of plan, training overview, manual, audio or video and suggested timing of the training.

Training of staff is essential for ensuring that the software developed is actually put to use. The Service Provider needs to ensure hands-on training is imparted to the designated

library assistant and other personnel on quarterly basis for the first year and half yearly thereafter for the remaining contract period, so as to make them well conversant with the functionalities, features and processes built in the Software. Training manual/user guide needs to be provided by the Service Provider. During maintenance & support, the Service Provider should handle all queries of library staff both functional/technical/operational and bring it to closure and wherever required should support it by onsite/offsite deployment of resources without any additional cost to SKIPA.

5. Data Migration

The Service Provider shall submit the data migration plan. The Service Provider shall complete the data migration activity within approved timeframe.

6. Support

The Service Provider shall provide 02 (two) years of Post Implementation Operational & Maintenance Support from post Go-Live & will perform the following tasks:

- Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFQ cum RFP.
- The Service Provider shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
- The Service Provider shall carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software
- The Service Provider shall provide from time to time the Updates /Upgrades / New releases /New versions / Patches / Bug fixes of the software, operating systems, etc. as required. The Service Provider should provide free Updates / Upgrades / New releases / New versions / Patches / Bug fixes of the software.
- The Service Provider shall provide software license management and control.
- System should have a Dashboard to display the details about the complaint lodged and it should be accessible to Master admin of the portal.
- System should have the option to forward it to the support team in charge by levelling the severity of the problem and maintaining the details of resolution with time and date. After resolution the message will be passed to the complainant over his/her official registered mail ID to check and revert.
- On successful submission, the system will generate a token number with time and date of lodging the complaint.
- Failure to resolve issue as per SLA, the Service Provider will pay the damages as per Annexure A

7. Compliance

- The Service Provider must be capable of creating a web portal which conforms to GIGW guidelines, W3C's WCAG guidelines, must use SSL and must be tested and certified by Cert-in empanelled Service Provider.
- The selected Service Provider will ensure that the platforms should be signed by the security certificates for encryption & decryption of data. The costs of certificates and associated costs shall be borne by the Service Provider.

- Website should also comply with website security guidelines issued by NIC and DIT, GoJ / GoI.

8. Responsibility Matrix

S.No.	Project Activity	Responsibility
1.	Study of functional requirement	Service Provider
2.	Design and development	Service Provider
3.	UAT	Department
4.	Training	Service Provider
5.	Upgrade, Maintenance & Support & bug fixing	Service Provider
6.	Go-Live	Service Provider
7.	Data Migration	Service Provider
8.	Availability of cloud platform	Service Provider
9.	Application availability	Service Provider

9. Milestones, Deliverables, Timelines and Payment Schedule

During project the Service provider shall submit the deliverables as per the timelines mentioned below. The total duration of the Project shall be 30 (thirty) months (6 months for implementation and 02 years for Operations & Maintenance).

	Milestones	Timelines	Deliverable	Payment Schedule
M1	Inception Report comprising functional requirement and Project Implementation Plan	T+ 2 weeks	<ul style="list-style-type: none"> Project Inception Report Project Implementation Plan 	10% of the Total Contract Price
M2	Design and develop the LMS application	T+ 8 weeks	Project Implementation Reports	20% of the Total Contract Price
M3	UAT, Training, Upgrade, Maintenance & Support & bug fixing	T+12 weeks	UAT Report	30% of the Total Contract Price
M4	Go-Live (T1)	T+ 14 weeks		16% of the Total Contract

Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library

				Price
M5	Operation and Maintenance	T1 +02 years	Monthly Progress Report	24% of the Total Contract Price (Quarterly payment will be paid in 8 equal installments)

Note:

- T is the date of Signing of the contract.
- T1 is the date of Go-Live.

10. Change Management

The Service Provider & Authority will freeze the LMS functional requirement during AS_IS reports finalization. After sign-off of the requirement new requirement shall be processed through change request. The Service Provider shall submit the effort, time and estimate, that shall be approved by the Nodal point of the Authority.

11. Performance Security

- 11.1 The Service Provider shall, for the due performance of its obligations and fulfillment of the Contract hereunder, provide to the Authority, within 10 (ten) days of the date of issuance of LOA, an irrevocable and unconditional guarantee from a Bank in the form set forth in APPENDIX - IV(the “**Performance Security**”) for an amount equal to 5% (five percent) of the Total Contract Price. The Performance Security shall be valid until 60 (sixty) days after the expiry of the Contract Agreement.
- 11.2 Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor.
- 11.3 Upon occurrence of Service Provider’s Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Service Provider’s Default.
- 11.4 Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be failing which the Authority shall be entitled to terminate the Agreement.

- 11.5 The Authority shall return the Performance Security to the Service Provider within 90 (ninety) days of the expiry of the Contract Agreement.

Annexure A: Service Level Agreement and Damages

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by Service Provider to SKIPA for the duration of the Contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Service Provider can be measured.

The Service Provider and SKIPA shall maintain a monthly contact to monitor the performance of the services being provided by the Service Provider.

- **DELAY IN GO-LIVE IMPLEMENTATION OF LMS**

Service Level Parameter	Base line metric	Penalty
Go-Live implementation of LMS	< 2 Weeks	No penalty
	>2 Weeks	0.05% of Total Contract Price per day; Subject to the cap of 2.5%of Total Contract Price

During the Operation & Management period the Service Provider is expected to keep the Technology and Performance levels above the specified level. It will be the responsibility of the Service Provider to design and code the software to ensure application is measurable in terms of uptime and performance.

- **AVAILABILITY OF APPLICATION SLA**

Service Level Parameter	Base line metric	Penalty	Basis for Measurement
MIS application availability (24X7) uptime	>99.5% per quarter	No penalty	The measurement of the service availability will be based on there ports generated through open source monitoring Tools.
	98-99.5% Per quarter	5% of quarterly payment	
	95 – 97.9% Per quarter	10% of quarterly payment	
	< 95%	Breach of contract	

- **APPLIATION SOFTWARE**

Service Level Parameter	Base line metric	Resolution time	Penalty	Basis for Measurement
Resolution of bugs/ Issues related to the Application	Critical (Where the services are not available)	<= 4 Hrs	No penalty	The critical issues/bugs will be logged and tracked through open source monitoring tools.

Software	Critical (Where the services are not available)	> 4 Hrs	0.025% of the quarterly payment deducted on a pro-rata basis for every hour of delay beyond the baseline metric.	The criticality of the issues/bugs will be determined during the logging
----------	--	---------	--	--

The service calls are to be made between business hours (8.00 Hrs to 20:00 Hrs). Any service call made after 20:00 Hrs will be considered as next working day. SLA hours will be counted during the business hours, wherever SLA is hourly based only.

Review of SLA Parameters

The SLA design is based on the scope of services and operational aspects of Service Provider. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of three months from the date of go-live of the Service Provider. The purpose of this review is to reassess the SLAs based on the first three months’ call volumes. SKIPA, after thorough analysis of the monthly statistics monitored as per the above-mentioned SLA parameters, may consider revision of the SLA parameters and update this agreement. And if the revision occurs, then the revised SLAs would be final and binding for the rest of the term of the contract.

FINANCIAL TENDER FORMAT

Sr. No.	ITEM	Quantity (in No.)	Unit Price with 5 year Warranty (In Rs. Without tax)	Total Price with 5 year Warranty (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E=C*D	F
1	Library Staff Station	1			
2	RFID Handheld Portable Reader	2			
3	Two EAS Pedestals Library Security Gate	1			
4	Self Check Out Kiosk Station	1			
5	Smart Cards with Printing	900			
6	Self Adhesive RFID Tags (for Book)	40,000			
7	Institution Labels	40,000			
8	Integration Module/ Middleware Features	1			
9	RFID Tagging Job Work (for Book)	40,000			
10	Change of LMS from E Granthlaya to Koha	1			
GRAND TOTAL					

APPENDIX IV: FORMAT FOR PERFORMANCE SECURITY

To

.....
.....

In consideration Shri Krishna Institute of Public Administration (SKIPA) (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to....., having its office at (hereinafter referred as the “**Service Provider**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s LOA no. dated valued at Rs..... (Rupees), (hereinafter referred to as the “**LOA**”) the assignment for services in respect of the “**Selection of Service Provider for the design, development, implementation and maintenance of Library Management System of Shri Krishna Institute of Public Administration (SKIPA) Library Project**”, and the Service Provider having agreed to furnish a Bank Guarantee amounting to Rs.....(Rupees.....) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Service Provider do hereby undertake to pay to the Authority an amount not exceeding INR (Indian Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.

2 We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount / claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR..... (Indian Rupees).

3 We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by

Selection of Service Provider for the design, development, implementation and maintenance of Library Management System for SKIPA Library

us under this bond shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

- 4 We, (indicate the name of Bank) further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before 90 (ninety) days after the expiry of the Contract Agreement, we shall be discharged formal liability under this Guarantee thereafter.
- 5 We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Service Provider and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Service Provider or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision ,have the effect of so relieving us.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).
- 7 We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
- 8 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. (Indian Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before 90 (ninety) days after the expiry of the Contract Agreement

Dated, the day of..... 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

Notes:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



**SHRI KRISHNIA INSTITUTE OF PUBLIC
ADMINISTRATION GOVERNMENT OF JHARKHAND,
MEUR'S ROAD, RANCHI**

NOTICE INVITING e-TENDER

For Selection of Service Provider for the design, development, implementation and maintenance of Library Management System of Shri Krishna Institute of Public Administration (SKIPA) Library

Tender Reference No:- SKIPA/01/LMS/2020-21

Date: 11/02/2021

Event Description	Date
Issue of RFQ cum RFP Document	11/02/2021
Bid Submission Start Date and Time --	11/02/2021
Bid Submission End Date and Time -- “Bid Due Date”	By 03: 00 PM on 22/2/2021
Submission of specified Documents of Technical Bid [as required in terms hereof] in Physical Form at Authority’s address given at clause 2.1.3 hereof	By 03: 00 PM on 24/2/2021
Online Opening of Technical Bids	At 04: 00 PM on 24/2/2021
Online Opening of Financial Bids	Will be informed later on, after the evaluation of Technical Bids [only to Bidders who qualify the Technical Evaluation and are eligible for opening of Financial Bids]
Issue of Letter of Award (LOA) to Selected Bidder	Within 30 days of Bid Due Date
Validity of Bids	120 days of Bid Due Date
Execution of Contract	Within 30days of award of LOA

Note:

- 1. Only e-tender will be accepted**
- 1. Further details can be seen on website**
<http://www.jharkhandtenderers.gov.in>

Sd/-
Director General
Shri Krishna Institute of
Public Administration,
Ranchi