

Request for Proposal

Selection of Bidders for Implementation of Mobile App & Web Portal for Tourism in Jabalpur



Jabalpur Smart City Limited (JSCL)
Madhya Pradesh

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

The Department 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 RFP.

The issue of this RFP does not imply that the Department is bound to select and shortlist Applications and the Department reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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Section 1 – Important Dates & Information

1. Data Sheet

Sr No.	Key Information	Details
Assignment Details		
1	Assignment Name	RFP for web portal and mobile application development
2	Client	JSCL (Jabalpur Smart City Limited)
3	Location	Jabalpur
Bid Submissions & Evaluation		
4	Bid Submissions	Bids shall be submitted in three sealed envelopes, both put together in an “Outer Envelope” as following- Envelope 1: Pre-Qualification Bid Envelope 2: Technical Bid Envelope 3: Financial Bid
5	Envelope 1: Pre-Qualification Bid	Form-1 P (Pre-Qualification): Covering Letter Form-2P (Pre-Qualification): Pre-Qualification Form Form-3P (Pre-Qualification): Bidders organization and consortium details
6	Envelope 2: Technical Bid	Form-4T (Technical Proposal): Technical Form Form-5T (Technical Proposal): Details of similar assignments
7	Envelope 3: Financial Bid	Form-6F (Financial Proposal): Covering letter-financial proposal Form-7F (Financial Proposal): Commercial bid format Form-8F (Financial Proposal): Power of Attorney
8	Bid Evaluation	Bid Evaluation shall comprise the evaluation of Technical & Price Bids. Price bids of only those Bidders shall be opened, who qualify the Technical Bid Criteria.
9	Method of Selection / Bid Parameter	The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. <ul style="list-style-type: none"> • Only the Bidders matching the pre-qualification criteria will be selected for further evaluation. • The technical proposal shall be evaluated based on technical evaluation as mentioned under “Technical Proposal Evaluation Criteria”. Each responsive Proposal will be given a technical score (St). Technical weightage (Tw)

		<p>will be 70%.</p> <ul style="list-style-type: none"> • The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals shall be computed as follows: $Sf = 100 \times Fm/F$ Where F= amount of Financial Proposal Financial weightage (Fw) 30%. • Combined Quality and Cost Evaluation - The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows: $S = St \times Tw + Sf \times Fw$ Where S = total score The assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.
10	Bid Security	Rs. 50,000/- only (Rupees Fifty Thousand only) in the form of Bankers' Cheque or Demand Draft
11	Validity for Bid Security	120 days from the Bid submission date
12	Performance Security	Selected consultant shall submit Performance Security in the form of Bank Guarantee/Demand Draft for a value equivalent to 10% of the contract values to JSCL. The Performance Security shall be submitted on or before signing of Agreement.
13	Signing of Agreement	Signing of Agreement is within 30 days from the issue of Letter of Award (LoA). The pre-conditions for signing of the Agreement is the submission of Performance Security.
Important Dates & Other details		
14	Joint Venture/Consortium	Consortium is allowed
16	Bid Security/EMD (INR)	50,000 INR
17	Bid Security/EMD in favour of	Executive Director, Jabalpur Smart City Limited (JSCL)
Tender Dates		
18	RFP release date	28/03/2017
19	Pre-bid Meeting	12/04/2017 @ 3:00 PM
20	Last date to purchase bid document	28/04/2017
21	Online bid submission date of Technical & Financial Bids	29/04/2017
22	Hardcopy Bid submission	3/05/2017
23	Technical Bid Opening	4/05/2017
24	Technical Presentation	9/05/2017
25	Financial Bid Opening	11/05/2017
26	Bid Validity Period	120 days

2. Invitation for Proposal

- 1.1 JSCL, with a view to support tourism sector, has been working on use of ICT and related activities. Considering the urgent need to strengthen the IT penetration and leveraging the potential available through various ICT interventions in an integrated manner for promotion of tourism and to enhance the overall tourist experience feedback mechanism, JSCL has floated this RFP
- 1.2 Tender can be downloaded through www.mpeproc.gov.in and www.jscljabalpur.org and can be purchased from the website www.mpeproc.gov.in.
- 1.3 The bids comprising mandatory compliance along with technical bids and price bids shall be submitted in two separate envelopes, placed in an outer envelope along with bid security and CD including the technical proposal shall be delivered at the address given below-
Executive Director Jabalpur Smart City Limited (JSCL),
ManasBhawan, Near Teen Patti Square Jabalpur
MP 480021
- 1.4 The proposals should be submitted not later than **(29/04/2017)**. In the event that the due date for bid submission is a holiday, the next working day will be the date of submission.

3. Goals and Objectives

- To promote tourism development in Jabalpur by developing tourism related facilities and information availability.
- To inform and educate tourists about various avenues for tourism in Jabalpur
- To maximise platform functionality to enhance the user experience of the application and the respective site.
- To effectively engage with relevant online community of users.
- To assist in Creation of Brand and Reputation Management.
- To enable Anytime, anywhere availability of tourism related information.
- To provide timely & accurate information to tourists/visitors.
- To enable User (Tourists) generated content analysis for future forecasting.

4. Invitation to Bidders / Consortium of Bidders

- The invitation is for Selection of an Agency for Web & Mobile Application Development for Jabalpur Tourism.
- The RFP Document can be availed by making a payment of INR 2,000 Online www.mpeproc.gov.in The RFP can also be Downloaded from www.jscljabalpur.org Tender Section.
- Department may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of Department and Bidders / Consortium of Bidders Previously subject to the deadline will thereafter be subject to the deadline as extended.

Section 2: Instructions to Bidders / Consortium of Bidders (ITB)

1. Conflict of Interest

- The selected Agency / Consortium should provide professional, objective and impartial service and hold Departments interest paramount.
- The selected Agency / Consortium shall not deploy former employees of Department.
- The selected Agency / Consortium shall not downstream or outsource any part of the scope of work.
- The selected Agency / Consortium should not be currently associated / under agreement consideration for Tourism Promotional Mandate of State Boards which qualifies as direct competitors of Jabalpur. Non-disclosure of such an association will lead to termination of Agency.

2. Validity of Proposal

The following will be considered for the validity of the proposals deemed submitted:

- Proposals shall remain valid for a period of 120 days from the date of opening of Proposal.
- Department reserves the right to reject a proposal valid for a shorter period as nonresponsive.
- In exceptional circumstances Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.
- Extension of validity period by the Bidder should be unconditional. A Bidder may refuse the request without forfeiting the Earnest Money Deposit (EMD). A Bidder granting the request will not be permitted to modify its Proposal.

3. Right to Accept or Reject any Proposal

Department reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

4. Fraud & Corruption

It is required that the Bidders / Consortium of Bidders submitting Proposal and Agency selected through this RFP must observe the highest standards of ethics during the process of selection and during the performance and execution of Contract.

For this purpose, definitions of the terms are set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Department or its personnel in Contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a Contract, and includes collusive practice among Bidders / Consortium of Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive Department of the benefits of free and open competition.

- “Unfair trade practice” means supply of services different from what is ordered on, or change in the Scope of Work.
- ” Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.

Department will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

Department will declare an Agency / Consortium ineligible, either indefinitely or for a stated period of time, for awarding the Contract, if it at any time determines that Agency / Consortium has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Contract.

5. Clarifications & Amendments of RFP

- During the process of evaluation of Proposals, Department may, at its discretion, ask Bidders / Consortium of Bidders for clarifications on their proposal. The Bidders / Consortium of Bidders are required to respond within the prescribed time-frame.
- Department may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the Bidders / Consortium of Bidders may be asked to amend their proposal due to such amendments.

6. Earnest Money Deposit (EMD)

- The Bidder shall furnish an Earnest Money Deposit (EMD) amounting to **INR 50,000**
- The EMD shall be in Indian Rupees and shall be in the form of Bankers Cheque or Demand Draft from any of the Nationalized / Scheduled Bank in **favour of “Executive Director of Jabalpur Smart City Limited” payable at Jabalpur**
- The earnest money of unsuccessful Bidders / Consortium of Bidders shall be refunded on request by the Bidder after final award of Contract.
- The EMD lying with Department in respect of other Bid / RFP / Expression of Interest awaiting approval or rejected or on account of Contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP are re-invited.
- EMD of the successful Bidder will be released after the Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- The Earnest Money will be forfeited on account of one or more of the following reasons:
 - Bidder withdraws the Proposal during the validity period specified in RFP
 - Bidder does not respond to requests for clarification of its Proposal
 - Bidder fails to provide required information during the evaluation process or is found to be non-responsive
- In case of a successful Bidder, the said Bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee

7. Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or

submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.

- The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- The Proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the Proposal to be returned in case it is declared late pursuant, and for matching purposes.
- Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

8. Submission of Proposal

Bidders / Consortium of Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in Data Sheet.

- Proposals shall be submitted in three parts. Each part should be separately bound with no loose sheets. Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents.
- Bidder shall be required to submit 2 hard copies (1 Original + 1 Duplicate) of the complete proposal & a CD containing the technical proposal only
- Every page of the documents submitted by the Bidder must be duly signed by the authorized signatory of the Firm / Company along with the Agency's seal.
- The three parts of the Proposal should be as per following:

Part 1: Pre-qualification Proposal - The envelope containing Pre-Qualification Proposal shall be sealed and superscripted "Pre-qualification Proposal - Selection of Agency for Web Portal and Mobile Application Development". Following list of documents shall be submitted as part of Pre-Qualification Proposal:

- Form-1P: Covering Letter
- RFP Document Fee (if applicable): In case the RFP Document has been procured from Department office; please include copy of Receipt and the DD submitted.
- Earnest Money Deposit
- Documents required as per Pre-qualification Evaluation

Part 2: Technical Proposal - The envelope containing Technical Proposal shall be sealed and superscripted "Technical Proposal - Selection of Agency for Web Portal and Mobile Application Development". Form-4T to Form-5T shall be submitted as part of the Technical Proposal.

Part 3: Commercial Proposal - The envelope containing Commercial Proposal shall be sealed and superscripted "Commercial Proposal - Selection of Agency for Web Portal Mobile Application Development". Form-6C and Form-7C shall be submitted as part of the Commercial Proposal.

Bidder must provide a single quotation for all-inclusive fee (including out of pocket expenses and taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.

9. Evaluation of Proposals

The Bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders / Consortium of Bidders may be present during the Bid Opening if desired. Department may constitute Evaluation Committee to evaluate the Proposal submitted by Bidders / Consortium of Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP, a three-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

10. Pre-qualification Evaluation

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether:

- The Bidders / Consortium of Bidders meet the eligibility criteria as defined under:

S. No.	Criteria	Documentary Evidence
1	The Firm / Agency (All Bidders in case of Consortium) should be a registered entity with minimum 3 years of existence.	<ul style="list-style-type: none"> Certificate of Incorporation / Registration PAN Card Service Tax Registration Certificate
2	Bidder having Quality Certification Appropriate ISO 9001:2000 or CMMi Level 3 or above	Copy of the certificate
3	In last 3 years, Firm / Agency (Any member of the Consortium) must have completed minimum 2 projects for Development of Mobile Application, Development or Integration of Web Portal in Government or Private Sector.	Work Order / Client Completion Certificate
4	The firm/agency must have a minimum four experienced professionals (2 project each for development of Mobile application and development or integration of web portal) in Government or Private sector	Self-Certification
5	In last 3 years, Firm / Agency (Any member of the Consortium) must have completed / in progress Government projects related to IT implementation in Government sector	Work Order / Client Completion Certificate
6	The Firm / Agency (Any member of the Consortium) should not have been black listed by Central or State Governments & PSUs.	Self-Certification
7	The Firm/Agency should have average annual turnover of INR 20Crores during the last three financial years	Audited Balance Sheets and Profit & Loss Statements for the last three financial years

- RFP Document Fee and EMD are as per requirement.
- The offer is for entire work and not for part of the work.
- The price quoted is all inclusive and not open ended.

NOTE: Proposals not conforming to the above requirements shall be rejected.

11. Evaluation of Technical Proposal

- Technical Proposals would be evaluated only for those Bidders / Consortium of Bidders, who qualify the Pre-Qualification Evaluation.
- The Technical Evaluation shall be based on the parameters and weightages as
- mentioned in the Table below

NOTE: The Technical Proposal must not include any financial information failing which the Proposal will be rejected.

S. No.	Parameters	Maximum weightage
1	Bidder having Quality Certification Appropriate CMMi Level 3 or above (CMMi Level 3- 3 Marks, CMMi Level 5- 5 Marks)	5
2	Bidder having average annual turnover of Rs. 20Crore or above during last three financial years as on Bid publication date. Rs. 20 Cr. to Rs. 25 Cr. – 1 Mark Above Rs. 25 Cr. To Rs. 30 Cr. – 3 Marks Above Rs. 30 Cr. – 5 Marks	5
3	In last 3 years, Firm / Agency must have completed minimum 2 projects (1 project each for Development of Mobile Application and Development or Integration of Web Portal) in Government or Private Sector. Additional marks will be given for Apps related to Tourism Sector. 4 marks for each project.	16
4	The Firm / Agency must have minimum 4 experienced professionals (2 each in the area of Development of Mobile Application and Development or Integration of Web Portal) with a minimum 5 years of experience in handling similar type of projects. 5 years – 7.5 years – 2.5 marks each for upto 2 professionals > 7.5 years – 10 years – 5 marks each for upto 2 professionals > 10 years – 7.5 marks each for upto 2 professionals	15
5	Agency/company having registered office within Jabalpur	4
4	Approach & Methodology including but not limited to the following: <ul style="list-style-type: none"> • Overall Proposition for Department • Mapping of Approach & Methodology as per the Scope of Work requirements • Proposed Business Model (Cost effective & Viable) • Content Development Strategy 	35

	• Comments / Suggestions on the Scope of Work	
5	Technical Presentation / Demo (Only for proposals meeting the pre-qualification criteria)	20

- Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders / Consortium of Bidders and the Proposal is liable to be rejected.
Seeking clarifications cannot be treated as acceptance of the proposal.
- For verification of information submitted by the Bidders / Consortium of Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders / Consortium of Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders / Consortium of Bidders shall also assist the Committee in getting relevant information from the Bidders / Consortium of Bidders' references, if desired.
- For calculating the Technical Score (TS) the individual scores, as per respective weightages specified above, will be summed up. In order to qualify technically, a Proposal must secure minimum TS of 60.
- Only technically qualified Proposals shall be considered for Commercial Opening.

12. Evaluation of Commercial Proposal

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Firm's representatives who choose to attend. The name of the Firm, their technical score (if required) and their financial proposal shall be read out aloud.

Department will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail.

After opening of financial proposals, appropriate selection method shall be applied to determine the Firm who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet. This selected consultant will then be invited for negotiations, if considered necessary.

13. Payment Terms

Web & Mobile Application Development:

- 10% advance against submission of Performance Guarantee
- 10% against SRS Submission
- 10% at the time of successful commissioning of all software applications
- 10% after successful Go-Live of the application, Training and User Acceptance
- 5% to be paid on monthly basis for a period of One Year towards Mobile Application Updating & Maintenance, Uploading of New content for a period of 12 months

Note: No additional amount will be paid to the consultant towards Application Hosting (Web portal & Mobile Application)

Section 3: Scope of Work

1. Web & Mobile Application

1. Key Features & requirements-

The Agency will create and host a Web portal & Mobile Application for Department with the following features:

- Audio, video, image and text information about the following:
 - a) “About Jabalpur” will provide details about Jabalpur city and will have dedicated sections for about the Jabalpur city, history of Jabalpur, how to reach, climate, local cuisines, festivals of Jabalpur, Important Business locations, places of interest, art and craft, facts at a glance, where to stay, where to eat, places of interest, heritage spots, weekend getaways, nature discovery, farm tourism, places to visit, best time to visit, gallery (Photos & videos), etc. few of these points have been elaborated below in detail
 - b) “Explore District” giving details about the districts, history, how to reach, cuisine, festivals, Important Business locations, places of interest, art and craft (Add to Favorite, Get Directions, About, Get There, nearby and each linked with Google Map and Photos of concerned location).
 - b) “Facts at a Glance” giving details about area, population, currency, religion, linking roads, postal code, longitude, latitude, area, altitude, population, literacy rate, STD code, average rainfall , villages, language and best season to visit
 - c) “Tourism destination” giving details on tourism experience (Add to Favorite, Get Directions/Driving Directions, About, Get There, nearby and each linked with Google Map and Photos of concerned location) heritage spots, pilgrim destination, nature discovery, heritage, farms, highway, adventure spots, Nearby places to visit, Places to Stay
 - d) “Tourism packages” including the details of accommodation, tourism and private hotels, descriptions, facilities, tariff, places to visit nearby.
 - e) “Tourist Places” giving details of Marble rocks at bhedaghat, Dhuandhar falls, Narmada river puja, Bargi dam, Chausat yogini temple, Pisanharikimadiya, Balancing rocks, Dumna nature reserve, Madanmahal fort, Kachnar city, Rani durgavati museum, Tilwaraghat, Sangramsagar lake, Kankalidevi temple, Tiger n woods forest resort, Lord shiva statue, Kanha national park, Chauragarhgort, South avenue mall, Sri Vishnu varahamandir, Bastar palace, Bars and Clubs
 - f) “Where to Eat” Section with detailed listings of various eating joints including those in geographical proximity using google map functionality (i.e. Restaurants around Me). Also show Travel Distance (length of time in mins and km or miles) via walking, driving to the listings.
 - g) “What to Do” listings, including listings in map using Google map API functionality. Also show Travel Distance (length of time in mins and km or miles) via walking, driving to the listings.
 - h) “Events and Entertainment” with a focus on what is happening and available that evening. May include the ability to add to user’s calendar.

NOTE: Content for the application and sections mentioned above will have to be created/updated by the implementing agency in consultation with JSCL or whomsoever that may be decided later by JSCL. The content on the mobile application should be available in Hindi and English language

- Fare details for taxi, auto and other public transports details.
- List of helpline numbers like police, hospital, women's helpline, transport etc.
- Mobile applications should be developed as native app
- Twitter / Facebook Feed Integration and Sharing
- Navigation path to the destination selected by the user
- Orientation and navigation (using smart phone GPS capability)
- Push notifications to users with ability for the user to Accept / Decline receiving these notifications; Turn notifications On / Off
- Integration with payment gateways for payment of cab, hotels etc.
- Ability to add various items to Favourites
- Ability for users to rate the App and to add / surf comments
- Ability for users to share their comments with friends and networks via Facebook, Twitter YouTube channel & Google Plus
- Application should be user-friendly
- Mobile app solution should be scalable to allow for easy upgrades in future
- Offline content is required to offer users a rich experience without worrying about incurring roaming charges
- Emergency contact numbers and SOS feature

It is envisaged that this application would be downloadable for free from the appropriate Google Store, Apple store, etc.

The selected Agency will carry out the following activities on broad level:

- The development, delivery and hosting of Web Portal & Mobile Application as per the requirements highlighted in the scope of work section
- Graphic design for the Application
- The content for the Application will be published in consultation with JSCL or whomsoever that may be decided later by JSCL If content is unavailable with the concerned department in that case the agency will need to create relevant content in the form of text, pictures or videos by themselves and get the content approved by JSCL or whomsoever that may be decided later by JSCL
- Design, upload and updating the Content on regular basis
- Agency should will provide trip planner facilities or virtual tour.

2. Admin User- Content Management Functional Requirement Specification

This section lists the specific end functionality as well as the requirements for all aspects of the admin user-Content management tool. To manage all mobile application contents, separate user friendly content management system (CMS) tool needs to be developed.

2.1 General Design Guidelines for CMS Application

Following list will provide the general guidelines followed for CMS application design.

1. User should be able to create, update, publish/unpublished and delete the data.

2. User should be able to search the data.
3. User should be able to sort the data.
4. CMS should support two levels of user.
 - a) Admin User - Can perform all the CMS functions.
 - b) Normal User - Can perform all the CMS features except Publish, Delete and editing any record in the system. Normal user cannot create any new user.
5. CMS should be protected using HTTPS for secure access of information and access for CMS users

2.2 Reporting Requirements

As per the requirement of JSCL, following reports will be needed for the Admin:

1. Audit Log Screen will be provided to admin user to check the activities performed by all users. The data will be available only in read-only mode.
2. Admin User will be able to see the list of login/logout information for the user through Authentication report screen.
3. Admin User will be able to see the list of notifications sent to the devices through notification screens. Data will be only in read only mode.
4. Google store, Apple store, etc. dashboard details regarding total downloads, crashes, uninstalls, etc.

3. Integration with external applications

There shall be a requirement to integrate the proposed application with other Government department applications or any external application as per the requirement from JSCL. Also, there may be a requirement to integrate the application with other travel applications like www.makemytrip.com, www.tripadvisor.com, www.goibibo.com, etc.

4. Mobile Platform Requirement

S. No	Platform Support(OS)	OS Version	Display Orientation	Display Support
1	iOS	7.1.2 and Above(latest Version available)	Portrait orlandscape both	iPhone (480 x 320) iPhone Retina (960 x 640) iPhone 5(1136 x 640) iPad (1024 x 768) iPad Retina(2048 x 1536)or Latest Support Resolution and Pixel Density as per latest technology.

2	Android	4.1 andAbove(latest Version available)	Portrait orlandscape both	Small (426dp x 320dp) Normal (470dp x 320dp) Large (640dp x 480dp) X-Large(960dp x 720dp) or As per industry need
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5. User interface requirements

- All icons must be crisp, clean, and distinguishable and should be as per guidelines of mobile application platform.
- All buttons and objects must be reactive to touch and work as intended.
- All functions must stay within the mobile platform boundaries.All data must be easily viewable on different Mobile platform matrix of section 3.4.

5. Technology and Server Requirements

- Mobile App development should support Hindi and English language
- Admin CMS application should be developed in PHP/.net and uses MySql/MS SQL open source Database.
- CMS system should be hosted on vendors own data base after completion of project which is handing over to JSCL as per latest technology and Server
- Vendor will setup and deploy Admin CMS application, WebApplication on his own server or equivalent cloud based server.
- Vendor has to ensure the development of mobile application as per guidelines issued by Application stores. For ex: Google play, iTunes etc. Vendor has to submit mobile app binary to iTunes app store and Google play store

6. Testing

- Vendor is expected to perform comprehensive JSCL mobile application testing as part of the project scope.
- The test plans, test cases and results for each of the phases will be shared by vendor with JSCL.
- Vendor has to facilitate User acceptance testing environment for JSCL.
- A security Audit of Complete Application to be done by the vendor before moving into production environment

7. Timeline and Deliverables

- Vendor has to share the Inception report, FRS/SRS and design document based on the JSCL, requirement of document for JSCL Review & Sign-off.
- Vendor is expected to deliver the proposed web portal mobile application on application store (Google Play & Apple) within 270 days after contract signing
- User Manual, Admin Manual, Test Cases, Test Plan and QA, Results for User Acceptance testing.
- Application Code, Web API's.
- Deployment document
- Source Code of Mobile App along with CMS as well as Web Application be the property of JSCL

8. Hosting the application

The Service Provider/System Integrator would be required to host the solution on cloud. Cost of cloud hosting to be included in the financial bid of the bidder

9. Training

For the effective uses of the supplied software/application licenses and their functionalities, the selected vendor must compulsorily provide classroom training for JSCL officials at Jabalpur Government of Madhya Pradesh. Following training needs are to be provided by Vendor as part of the scope:

- Content Management Training
- Deployment and Hosting Training
- Application Submission Training
- Support Handover

10. Support

IT Helpdesk comprising of Call Centre operations shall be the first point of contact for the users for resolving all IT related incidents or service requests including help on the navigation of the proposed application. It aims to restore normal service operation as quickly as possible and minimize the adverse effect on business operations, thus ensuring that the best possible levels of service-quality and availability are maintained.

JSCL envisages outsourcing required Call Centre operations to bidder on per seat basis. Bidder will be responsible for operating and managing the end-to-end Call Centre services for JSCL. This includes running a call centre operations for JSCL for a period of one year from the date of Go Live of the solution. SI will be responsible for provisioning of all the required software and associated infrastructure for operationalizing this call centre.

Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. Application support and maintenance charges quoted by the bidder shall be inclusive of all the support charges for change requests being implemented under this engagement. The bidder shall keep the application software in good working order; perform changes and upgrades to applications as requested by the JSCL team

- a. Bidder shall understand the business processes and requirements of the proposed application and various services to be provided through the helpdesk
- b. Bidder shall, in its response, propose the ongoing support model including no. of seats required for helpdesk operations based on SLA requirements from helpdesk as specified in this RFP
- c. Bidder shall maintain a centralized dedicated hotline no. for users to call and log issues they are facing
- d. Provisioning of a Toll Free helpdesk number will be the responsibility of the bidder. The toll free numbers shall be property of JSCL.
- e. Bidder shall provide the required application (a ticketing and logging system) at helpdesk. Applications maintenance and update is the responsibility of SI
- f. Helpdesk should comply with SLAs applicable to them as mentioned in this RFP. The issue should be resolved within the defined TAT of the issue. TAT would depend upon severity assigned to the issue. Non-adherence to SLAs shall lead to imposition of penalties.
- g. Bidder shall prepare and submit reports to JSCL team as per the mutually agreed reporting structure. These reports shall include but not limited to the following:

- Incident logs (category, severity and status of call etc.)
- Incidents escalated
- SLA compliance/ non-compliance report
- Problem Management

11. Intellectual Property Rights

The Intellectual Property Rights of the application will rest with JSCL. The vendor will provide the source code of the application to JSCL at the time of sign-off. Source code development should follow best practices and clearly put headers or comment in each section of the code.

12. Change Management

Change Management Strategy would be implemented for the stakeholders of this project, i.e. CEO JSCL and other JSCL staff members. System integrator shall prepare an overall Change Management workshops plan for all the key stakeholders and users, which shall be validated and approved by JSCL or its nominated agency/representatives. System integrator shall conduct Change Management workshops and build appreciation of change management and develop change leadership across the stakeholder groups. System integrator shall define the requirements based on the detailed analysis and shall also design the necessary content (reading material, presentations) in English, Hindi (if required) for the Change Management Workshops.

System integrator shall conduct Change Management Workshops (minimum of one-day) for each group of stakeholders. These workshops shall be conducted at the locations provided by the JSCL. System integrator shall prepare, design, develop and print the content for the workshops and shall get the approval from JSCL on the same. The workshop content & material shall be designed with specific focus on the requirements of the personnel. System integrator shall conduct workshops for each group of personnel in sync with the training plan and as part of the training module. System integrator is required to provide the necessary material for the workshops including presentations, training material (for each participants) etc. in both soft and hard copy formats.

System integrator shall also be required to develop the feedback formats for assessing the workshop effectiveness, on the similar lines as prepared for Communication Workshops. System integrator shall evaluate the effectiveness of the workshops by electronic or paper based survey or focused group discussion and develop an action plan to improve the effectiveness of workshops. Based on such assessment, System integrator shall refresh the Change Management workshop content in consultation with JSCL and shall ensure that objectives of Change Management workshops are met, which further should lead to successful uptake of system, at no additional cost to the department.

12. General Terms & Conditions

- a) The input, output design and data structure formation should be done in consultation with ManagerE-Governance(Manager E-Gov) and the same should be approved by him.
- b) The Work flow for Mobile Application should be prepared in consultation with ManagerE-Governance (Manager E-Gov) and should be approved by him.
- c) The Mobile applications should be developed in any of language like .net, PHP, HTML5, JQueryetc

d) During the trial run of applications, if bugs found that should be rectified.

e) Test Report must be submitted to JSCL.

13. Implementation of Mobile Application Software

The Mobile application software should be tested at Corporate Office of JSCL in the available Servers using network infrastructure (Internet & Intranet). Once the testing of Mobile applications software is successful, the apps should be live.

14. Condition

- Maintenance, implementation and support must be provided with for 1 year as part of the RFP
- No extra cost shall be paid by JSCL for supply, installation and implementation, updation/up gradation of any software/device wherever it is necessary for its optimum functioning
- In case any of parts of the provided solution is found to be insufficient to support
- JSCL requirements post submission of bid, the vendor shall provide the same at no extra cost to JSCL

2. Timelines The following is an indicative list of deliverables and milestones for the agency, assuming that the engagement starts at time T.

Web & Mobile Application

S. No.	Deliverables	Timelines
1	Inception Report	T + 14 days
2	Preparation & submission of FRS, SRS & Design Documentation	T + 60 days
3	Development completion & testing of mobile application and web portal	T + 270 days
4	Operations, Maintenance and updating content on regular intervals	365 days after successful completion of Stage at point 3 above

Fortnightly Progress Reports (FPRs) to be submitted every fortnight indicating the activities remaining / completed as against the scheduled tasks / activities.

Section 4: General Terms & Conditions

NOTE: Bidders / Consortium of Bidders should read these conditions carefully and comply strictly while submitting the Proposals

- Rate shall be written both in words and figures. There should not be errors and /or overwriting's and corrections, if any, should be made clearly and initialled with dates. The rates should mention elements of the service charges or any other charges separately.
- Agency shall not assign or sublet the Contract or any substantial part thereof to any other agency, nor can the agency have arrangement with other company for bidding purpose.
- Rates quoted will be valid up to one year from the date of Agreement.
- In the event of any loss / damage to Department, the Bidder shall be liable to make good such loss found. No extra cost on such shall be admissible.
- Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.
- If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the Department.
- Department reserves the right to accept or reject one or all bids without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been given or distributed to more than one Firm / Agencies.
- The Agency shall not abuse the use of the Govt. Emblems and the Department logo in anyway which may deceive the public to believe unsolicited, unauthorized or unverified content. The said logos and emblems shall be used only in such manner as to provide credibility to the authentic webpages/applications/platforms belonging to the Department.
- The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and application instantly.
- The Agency's contract shall be immediately terminated if the Department finds it responsible for uploading any defamatory, seditious, gender prejudiced or obscene content. The Agency shall promptly remove any content of the aforementioned malicious nature uploaded by a member of the public, and inform Department of the same to provide Department with the opportunity to prosecute such an individual or group.

Refund of EMD: The EMD of unsuccessful Bidder shall be refund soon after final acceptance of the successful Bidder's Proposal.

- Successful Bidder will have to execute an agreement within a period of 3 days of receipt of confirmation order and deposit security amount equal to 3% of the value of goods & services as Performance Bank Guarantee (PBG).
- The expenses of completing and stamping the Agreement shall be paid by the selected Agency and DEPARTMENT shall be given free of charge one executed stamped counter part of the Agreement.
- The Bidder shall furnish the following documents at the time of execution of Agreement:
 - Attested copy of Partnership Deed in case of Partnership Firms or Memorandum of Association in case of Limited Company.
 - Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - Registration issued by Registrar of Companies in case of Company.
- The earnest money deposited at the time of Bid will be adjusted towards PBG. The PBG shall not be less than earnest money in any case.
- No interest shall be paid by DEPARTMENT on PBG.
- The PBG shall be refunded within two months after the expiry of Contract i.e. on satisfactory completion of the warranty period, after being satisfied that there are no dues outstanding against the Bidder.
- Service Tax and all other taxes, if any, as imposed will not be included in project cost.
- **Termination:** The Contract can be terminated at any time by the Department, if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation.
- **Forfeiture of PBG:** PBG in full or part may be forfeited in the following cases:
 - When any terms and conditions of the Contract are breached
 - When the Bidder fails to provide services desired satisfactorily.
- Notice of reasonable time will be given in case of forfeiture of PBG. The decision of department in this regard shall be final.
- Period of Contract may be extended for another one year at a time or reduced or terminated at the discretion of Department.
- If the Agency requires an extension of time in completion of contractual service on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Bidder.
- Service Delivery period may be extended if the delay in the services is on account of hindrances beyond the control of the Bidder.
- If any dispute arises out of the Contract with regard to the interpretation, meaning and breach of the terms of the Contract, the matter shall be referred to by the Parties to the Department, who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Jabalpur.
- The Agency/Firm/Consortium shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Agency/Firm/Consortium and not involving the agency's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of DEPARTMENT in its sovereign capacity,

wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- If a Force Majeure situation arises, the Agency/Firm/Consortium shall promptly notify Department in writing of such condition and the cause thereof. Unless otherwise directed by Department in writing, the Agency/Firm/Consortium shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

Section 5: Opening of Proposal

- Pre-qualification and Technical Proposals shall be opened as per Data Sheet a Department's Office in the presence of Bidders / Consortium of Bidders or their authorized representatives who choose to attend the opening of Bids.
- The date of opening of Financial Bid will be intimated to the technically qualified Bidders / Consortium of Bidders in due course.
- The Evaluation Committee shall determine whether the Financial Bids are complete, unconditional and free from any computational error.
- The cost indicated in the Financial Bid shall be treated as final and reflecting the total cost of services excluding service tax.

Section 6: Award of Contract

- Contract shall be awarded to the Bidder with the highest cumulative score calculated as per the method provided in Data Sheet in terms of the aforementioned terms and conditions and the Department shall be the competent authority in this regard whose decision shall be final & binding.
- Department reserves the right to accept or reject any or all the proposals assigning any reason.
- Department also reserves the right to call for additional information from the Bidders / Consortium of Bidders.
- Notification on Award of Contract for Bidder shall be made in writing to the successful Bidder.

Section 7: Proposal Formats

Department invites the Proposals from Firms / Agencies / Consortium for Web & Mobile Application Development". Bidders / Consortium of Bidders are required to submit Proposals in the formats as given under:

S No.	Form	Description
1	Form-1 P (Pre-Qualification)	Covering Letter
2	Form-2P (Pre-Qualification)	Pre-Qualification Form
3	Form-3P (Pre-Qualification)	Bidders organization and consortium details
4	Form-4T (Technical Proposal)	Technical Form
5	Form-5T (Technical Proposal)	Details of similar assignments
6	Form-6F (Financial Proposal)	Covering letter- financial proposal
7	Form-7F (Financial Proposal)	Commercial bid format
8	Form-8F (Financial Proposal)	Power of Attorney

7.1. Form-1P: Covering Letter

[Bidders / Consortium of Bidders are required to submit the covering letter as given here on their letterhead]

To,

.....,
.....,
.....,
.....,
.....

Sub: Proposal for Selection of Agency for Web & Mobile Application Development

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP, offer to provide the required services, in full conformity with the said RFP.
2. We have read the all the provisions of RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from Contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Contract between us.
6. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.
7. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
8. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

9. Banker's Cheque / Demand Draft No. ----- dated ----- drawn on ----- for Rsxxxxx/- is enclosed towards EMD.

10. [Banker's Cheque / Demand Draft No.----- dated -----drawn on-----for Rs. xxxx/- is enclosed towards RFP Document Fee as document was downloaded from website.] OR [RFP Document was purchased by us by making cash payment vide receipt number----- dated ----- at your office.]

Yours faithfully,

Date

Signature

Designation

7.2.Form-2P: Pre-qualification Form

S. No.	Criteria	Required Information available at page no.
1	The Firm / Agency (All Bidders in case of Consortium) should be a registered entity with minimum 3 years of existence.	<ul style="list-style-type: none"> • Certificate of Incorporation / Registration • PAN Card • Service Tax Registration Certificate
2	Bidder having Quality Certification Appropriate ISO 9001:2000 or CMMi Level 3 or above	Copy of certificate
3	In last 3 years, Firm / Agency (Any member of the Consortium) must have completed / in progress minimum 2 projects for Development of Mobile Application, Development or Integration of Web Portal in Government or Private Sector.	Work Order / Client Completion Certificate
4	The firm/agency must have a minimum two experienced professionals (1 project each for development of Mobile application and development or integration of web portal) in Government or Private sector	Self-Certification
5	In last 3 years, Firm / Agency (Any member of the Consortium) must have completed / in progress Government projects related to IT implementation in Government sector	Work Order / Client Completion Certificate
6	The Firm / Agency (Any member of the Consortium) should not have been black listed by Central or State Governments & PSUs.	Self-Certification
7	The Firm/Agency should have average annual turnover of INR 20Crores during the last three financial years	Audited Balance Sheets and Profit & Loss Statements for the last three financial years

7.3.Form-3P: Bidder's Organization & Consortium Details

Organization and Financial Information

Details of the Organization	
Name	
Date of Incorporation / Establishment	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	

Financial Information (All Figures in Lac)			
	FY 2015-16	FY 2014-15	FY 2013-14
Revenue in INR			
Any other information			

All Bidders shall provide the details in the format above.

In case of a Consortium:

Regarding role of each Member should be provided as per table below:

S. No.	Name of Bidder	Lead Member / Consortium Member	Roles & responsibilities

7.4. Form-4T: Technical Form

S. No.	Parameters	Required Information available at page no.
1	Bidder having Quality Certification Appropriate CMMi Level 3 or above (CMMi Level 3- 3 Marks, CMMi Level 5- 5 Marks)	5
2	Bidder having average annual turnover of Rs. 2 Crore or above during last three financial years as on Bid publication date. Rs. 20 Cr. to Rs. 25 Cr. – 1 Mark Above Rs. 25 Cr. To Rs. 30 Cr. – 3 Marks Above Rs. 30 Cr. – 5 Marks	5
3	In last 3 years, Firm / Agency must have completed minimum 4 projects (2project each for Development of Mobile Application and Development or Integration of Web Portal) in Government or Private Sector. Additional marks will be given for Apps related to Tourism Sector. 4 marks for each project.	16
4	The Firm / Agency must have minimum 4 experienced professionals (2 each in the area of Development of Mobile Application and Development or Integration of Web Portal) with a minimum 5 years of experience in handling similar type of projects. 5 years – 7.5 years – 2.5 marks each for upto 2 professionals > 7.5 years – 10 years – 5 marks each for upto 2 professionals > 10 years – 7.5 marks each for upto 2 professionals	15
5	Agency/company having registered office within Jabalpur	4
4	Approach & Methodology including but not limited to the following: <ul style="list-style-type: none"> • Overall Proposition for Department • Mapping of Approach & Methodology as per the Scope of Work requirements • Proposed Business Model (Cost effective & Viable) • Content Development Strategy • Comments / Suggestions on the Scope of Work 	35
5	Technical Presentation / Demo (Only for proposals meeting the pre-qualification criteria)	20

7.5. Form 5T: Details of Similar Assignments

Assignment Name:	Country:	
Location within Country:	Professional Staff Provided by Company:	
Name of Client:	No. of Support Staff	
Address & Contact Details of Client:	Duration of Assignment:	
Start Date:	Completion Date:	Approx. Value of Services (INR):
Name of Associated resources:	No. of Months of Professional Staff provided by Associated resources:	
Name of Senior Staff involved and functions performed:		
Narrative Description of Project:		

7.6. Form 6C: Covering letter

[Bidders / Consortium of Bidders are required to submit the covering letter as given here on their letterhead]

To,
.....,
.....,
.....,
.....,
.....

Sub: Financial Proposal for Selection of Agency for Web and Mobile Application Development

Dear Sir,

Enclosed herewith is our Financial Bid for Selection of our Agency for Web and Mobile Application Development as per the RFP.

We agree to abide by the offer for 30 days from the date of opening of the Financial Proposal and after signing of Contract our offer shall remain binding upon us till completion of the project.

We understand that DEPARTMENT is not bound to accept the lowest offer and it reserves the right to reject any or all offers without assigning any reason.

Yours faithfully,

Date

Signature

Designation

7.7. Form7C: Commercial Bid Format

S No.	Item	Amount (Numbers INR)	Amount (Words INR)
1	Cost of Web Portal Development		
2	Cost of Mobile Application Development		
3	Cost of Content Development		
4	Updation& Modification of content, Maintenance as per scope of work, and all taxes and expenditures		
5	Web Portal & Mobile Application Hosting charges for a period of 1 year including all taxes and expenditures		
6	Application support charges for one year after Go-Live		
Total Cost = (1+2+3+4+5+6+ All applicable taxes)			

Date

Signature

Designation

7.8. FORM 8: Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the Department Name (“the Authority”) has invited applications from interested parties for “Web& Mobile Application Development (the “Project”). Whereas,
.....and(collectively the “Consortium”) being Members of the Consortium are interested in applying for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution. NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is shortlisted for award or awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in applicants and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Project 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF 2013

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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 I: Service Level Agreement (SLA) & Penalties

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SI								
S. No	Description	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Submission of Inception Report	As per the timelines as mentioned in the RFP	One week after the due date	Rs. 20,000 per week	> 5 weeks of delay after the due date	Rs. 40,000 per for every week of delay till 5 weeks	Timelines for submission of deliverable as mentioned in the RFP	For the purpose of this SLA, submission of deliverable would mean formal submission by SI. Deliverable should have acceptable level of quality standards
2	Submission of FRS, SRS & design document	As per the timelines as mentioned in the RFP	One week after the due date	Rs. 20,000 per deliverable per week	> 5 weeks of delay after the due date	Rs. 40,000 per deliverable per week of delay till 5 weeks	Timelines for submission of deliverable as mentioned in the RFP	For the purpose of this SLA, submission of deliverable would mean formal submission by SI. Deliverable should have acceptable level of quality standards
3	Go - Live	As per the	Everyweek	0.25% of	NA	NA	Timelines for	For the

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SI								
S. No	Description	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
		timelines mentioned in the RFP	k after the due date	the total contract value for delay of each week till 4 weeks			Go-Live as mentioned in the contract	purpose of this SLA, the JSCL Online should have certified by Third Party Auditor
4	Call Centre - Call Response Time	>95% of calls	<95% and >=90% of calls	Rs. 5,000 per 1% drop	<90% of calls	Rs. 20,000 per 1% drop till 85%	Measured as % of calls in which call queue waiting time is less than 45 seconds	Call response time is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent.
5	Helpdesk - Problem Response time	>=95% within 15 minutes	<95% and >=90% within 15 minutes	Rs. 5,000 per 1% drop	<90% within 15 minutes	Rs. 20,000 per 1% drop till 85%	Measured as % of calls in which response to problem was provided in less than 15 minutes	Average Time taken to acknowledge and respond once an incident is logged through one of the

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SI								
S. No	Description	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
								agreed channels. This is calculated for all incidents reported within the reporting quarter (16x7x365)
6	Helpdesk - Time to Resolve	For Severity 1, 100% of the incidents should be resolved within 4 hours of problem reporting	NA	NA	<100% incidents	Rs. 40,000 per severity 1 incident resolved beyond 4 hrs	Time taken to resolve the reported problem	Severity will be assigned by JSCL to the business processes for the monitoring of such SLAs
7	Helpdesk - Time to Resolve	>=95% of • Severity 2 within 8 hours of problem reporting • Severity 3 within 24 hours of problem reporting	NA	NA	<95% incidents	Rs. 30,000 per severity 2 and 3 incident resolved beyond 8 and 24 hrs respectively	Time taken to resolve the reported problem	Severity will be assigned by JSCL to the business processes for the monitoring of such SLAs

Annexure II: Agreement Form

CONTRACT AGREEMENT

CONTRACT FOR: Implementation Mobile App & Web Portal for Tourism in Jabalpur

This Agreement (the "Agreement") is entered into at **<DATE>** on the **<DAY>** day of **<MONTH YEAR>**

BY AND BETWEEN

Jabalpur Smart City Limited (JSCL) having its office at **<ADDRESS>** (hereinafter called "JSCL"/ "Client, which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office) of the First Part;

AND

<SYSTEM INTEGRATOR>, a private limited company, incorporated under the Companies Act, 1956, having its registered office at **< SYSTEM INTEGRATOR ADDRESS>** (hereinafter called the "Service Provider", which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its successors in interest and permitted assigns) of the Second Part;

JSCL and the Service Provider are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS<>

- (a) JSCL issued an RFP for **'Selection of bidders for implementation of mobile app and web portal for tourism in Jabalpur'** for the city of Jabalpur dated **<MONTH YEAR>** (hereinafter together referred to as 'RFP');
- (b) In response to the RFP, the Consultant submitted its proposal to JSCL on **<DATE>** (hereinafter referred to as 'Proposal');
- (c) JSCL has accepted the aforesaid Proposal of the Consultant, vide intimation letter No. **<LOI>** (hereinafter referred to as 'Letter of Intimation); and
- (d) The Parties have agreed to enter into this Agreement to govern the way in which the Consultant shall provide the consultancy services to JSCL.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. DEFINITIONS

- a) Engagement Letter shall mean this Agreement including all applicable Annexures attached hereto.
- b) Effective Date shall have the same meaning as provided in Section 5 of this Agreement.
- c) Application shall mean the **<APPLICATION NAME>** of Service Provider provided as a part of the services covered under this Agreement.
- d) Term shall have the same meaning as provided in Section 5 of this Agreement.

2. DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents attached hereto as Annexures shall form an integral part of this Agreement:

- a) RFP placed as Annexure A;
- b) Proposal placed as Annexure B;
- c) Letter of Intimation placed as Annexure C.

3. PRECEDENCE OF DOCUMENTS

The documents forming integral part of the Agreement shall be read as mutually explanatory of each other. In case of any discrepancy or inconsistency between the provisions of any of the above mentioned documents, the documents shall have priority in the following order:

- (a) Letter of Intimation;
- (b) Proposal;
- (c) RFP;

4. PROVISION OF SERVICES AND PAYMENT

The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Agreement. In particular:

- (a) The Service Provider shall provide Services to the Client in accordance with the scope of work specified in the RFP and the Proposal.
- (b) Currently the Application will be hosted at a data center as may be decided by the Service Provider. However, if need be the Service Provider shall make all arrangements to host the same in any other data center as may be requested by JSCL.
- (c) In consideration of the services to be provided by the Consultant, the Client shall make payments to the Consultant in accordance with the provisions of Section 5 of this Agreement.

5. TERM OF AGREEMENT

- a) This Agreement shall be retrospectively effective from **<DATE>** (the “Effective Date”) and unless terminated earlier, shall continue in force and effect for a period of one year after the Go-Live date from the Effective Date (the “Term”). The Term may be extended with mutual consent of Parties.

6. Representations, Warranties and Indemnifications

- a) Service Provider represents and warrants to JSCL that:

- (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
 - (ii) It shall use commercially reasonable efforts to perform the Services as described in the RFP and the Proposal attached hereto (except to the extent the Services modified by the parties from time to time by mutual written agreement) and shall provide such services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.
 - (iii) Other than the express warranties stated above, service provider makes no other representations or warranties hereunder of any kind, either express or implied, in relation to the services, including but not limited to any warranty of merchantability and/or fitness for any particular purpose. in no event shall service provider be liable, directly or indirectly, for any special or consequential or incidental damages including but not limited to loss of anticipated profits, loss of revenue or loss of data, or as a result of any interruption of service.
- b) JSCL represents and warrants to Service Provider that:
- (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
 - (ii) All information provided by JSCL to the Service Provider for carrying out the Services under this Agreement is wholly original to JSCL or JSCL has acquired the necessary rights from third parties to contribute such information and include it in the web based and mobile platform, and such content provided by JSCL under this Agreement shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or intellectual property right.
 - (iii) JSCL shall not, nor shall it allow, authorize or assist any third party to, use the web based and mobile platform provided as a part of the scope under this Agreement for any illegal purpose whatsoever.

7. CONSENT TO USE DATA

JSCL agrees that Service Provider shall use information and other data including the logo and trademark furnished by JSCL or its agents during its performance under this Agreement. Service Provider shall use this information solely to provide customized services to JSCL under this Agreement.

8. JSCL CONTENT

- a) JSCL acknowledges that responsibility for all content provided by JSCL to the Service Provider for the performance of the services under this Agreement shall be the sole and exclusive responsibility of JSCL and that Service Provider will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising or relating to the Client Content.

- b) JSCL acknowledges and agrees that JSCL may elect at its sole discretion to monitor such content provided by JSCL. Service Provider shall have the right, but not the obligation, to remove such content provided by the Client which is deemed, in Service Provider's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.

9. INDEMNIFICATION

JSCL agrees to indemnify and hold Service Provider harmless from any claim or demand or expense, including reasonable attorneys' fees, due to or arising out of use by Service Provider of any material or information provided by or on behalf of JSCL, JSCL's use of the services in a manner contrary to the provisions of this Agreement and any matters connected therewith.

10. PAYMENTS

(a) In consideration of the services provided by the Service Provider under this Agreement, JSCL shall pay to the Service Provider professional fees ("Fees") of <AMOUNT IN FIGURES><(AMOUNT IN WORDS)> only in such manner as is provided in this Section. If JSCL desires that the services covered under this Agreement is extended for any other city other than Jabalpur, then the Parties shall negotiate in good faith to include any such city on mutually agreed payment terms.

(b) The payment to the Service Provider shall be made as under:

- i. Mobilization Advance: A mobilization advance of 10% of the contract value shall be payable immediately on submission of Performance Bank Guarantee and signing of the contract/agreement by the service provider. This amount shall be recovered from the balance payment due to service provider.
- ii. 10% on submission and acceptance of the SRS by JSCL
- iii. 10% at the time of successful commissioning of all software applications
- iv. 10% after successful Go-Live of the application, Training and User Acceptance
- v. 5% to be paid on monthly basis for a period of One Year towards Mobile Application Updation& Maintenance, Uploading of New content for a period of 12 months

11. PERFORMANCE SECURITY

The Service Provider shall provide a performance security within twenty one(21) days from the date of issue of letter of intimation, for a value equivalent to 10% of the contract value in the form of DD/BG of any nationalized bank in the name of the CEO, Jabalpur Smart City Limited. Upon receipt of Performance security, the EMD submitted by the Service Provider at the bidding stage shall be forthwith refunded. The Performance Security shall be kept valid till completion of the project. Performance Security will be refunded to the Service Provider without any interest, whatsoever, after it duly performs and completes the services but not later than sixty days of completion of the Agreement.

12. Designated Contact Persons for Parties to the Agreement

On <SERVICE PROVIDER> side:

<NAME>

<Designation>

<ADDRESS>

On JSCL side:

<NAME>

CEO

Jabalpur Smart City Limited.

<ADDRESS>

13. MISCELLANEOUS PROVISIONS

- i. In consideration of the Services and subject to the provisions of this Agreement and of the SLA, JSCL shall pay the Bidder for the Services rendered in pursuance of this Agreement, in accordance with the 'Payment Terms' and compliance with the mentioned 'SLAs' set out in RFP
- ii. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.
- iii. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.
- iv. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- v. Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties.
- vi. No Party will be liable to the other if it fails to meet its obligations under this Agreement due to matters beyond its reasonable control.
- vii. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized signatories and representatives in their respective names as of the day and year first above written.

<p>SIGNED for and on behalf of Jabalpur Smart City Limited.</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>	<p>SIGNED for and on behalf of <SYSTEM INTEGRATOR></p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>
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RFP

Annexure B

Proposal

Letter of Intimation