



## **Request for Proposal**

**Selection of Service Provider  
for  
Operations and Maintenance  
of  
Project Panchdeep, ESIC**

**Commercial and Bidding Terms  
(Volume II)**

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## **1 RFP Structure**

The RFP documents are those stated below, and should be read in conjunction with Addendum/ Corrigendum issued if any. Addendum/ Corrigendum will be published only on the website of the ESIC ([www.esic.nic.in/tenders](http://www.esic.nic.in/tenders)). Prospective bidders are requested to visit ESIC website on regular basis.

The Request for Proposal or RFP (this document) for selection of Service Provider is segregated into the following three volumes:

### **Volume I: Scope of Services**

Volume I of RFP intends to bring out all the details with respect to scope of services required from the Service Provider that ESIC deems necessary to share with the potential Bidder.

### **Volume II: Commercial and Bidding Terms**

Volume II of the RFP details the General Terms & Conditions with respect to the bid process management including the evaluation criteria and bid submission forms to be adopted for the proposed project.

#### **Annexures to RFP**

Annexure 01 - Existing Base System

Annexure 02 - Existing DC and DRC Asset Details

Annexure 03 - SLA

Annexure 04 - Scope of Panchdeep Operations and Maintenance Activities

Annexure 05 - List of Locations

Annexure 06 - Transition Responsibilities of Service Provider

Annexure 07 - Profile of Software Manpower required for Additional Software  
Application Functionalities Development and Change Request

Annexure 08 - Profile of the Project Team

Annexure 09 – Training Locations

Annexure 10 – Building management System Details of DC & DR

Annexure 11 – Instructions for online Bid Submission

The Information security management system (ISMS) policies and Application SRS and CR's will be provided to potential bidder in CD, on submission of request from potential bidder, on their letterhead with Non-Disclosure Agreement and deposit of Cost of Tender. The information may be collected from Room No. 16 ICT Division, ESIC Headquarters (Extension Building), Ground Floor Indian Express building. It may also be collected at the end of the Pre-bid Conference on submission of requisite documents.

This volume is the **Volume II** of the RFP.

#### **General Instructions to Bidder (GITB)**

## 2 Definitions

| Sr.No. | Terms Used                       | Details   |
|--------|----------------------------------|---|
| 1.     | Addendum/<br>Corrigendum         | In addition to RFP document, any other document issued to the Bidder by ESIC in the context of this bidding process will constitute an addendum. In case there is a change in terms of reference to the RFP, it will constitute as a corrigendum. Such addendum and corrigendum will be published on ESIC website only.   |
| 2.     | Approved<br>and<br>Approval      | Where used in the Specification shall mean, respectively, approved by and approval of the ESIC when the words 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like import are used, the approval, judgment, direction, etc. is understood to be a function of the ESIC. |
| 3.     | Award of contract                | Shall mean the date of issue of the letter of intent.   |
| 4.     | Bid                              | Shall mean the proposal/document that the BIDDER submits in the requested and specified form in the Specification.  |
| 5.     | Bidder                           | Shall mean the firm / party that quotes against an enquiry.   |
| 6.     | Commercial Use                   | Shall mean that use of the 'Equipment' or Work which the contract contemplates of and that for which 'Equipment' or 'work' is commercially capable  |
| 7.     | Companies Act                    | The Companies Act, 2013 read with applicable provisions of Companies Act, 1956 (as amended from time to time)   |
| 8.     | Contract or<br>Purchase<br>Order | Shall mean the order and associated specification executed by the ESIC and the Service Provider including other documents agreed between the parties or implied to form a part of the Contract  |
| 9.     | Contract Period                  | Shall mean the period during which the Contract shall be executed as agreed between Service Provider and ESIC in the Contract   |
| 10.    | Contract Price                   | Shall mean, if there is formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the Contract  |
| 11.    | Date of Contract                 | Shall mean the calendar date on which the ESIC and Service Provider have Signed the Contract.   |
| 12.    | Government/ Gol                  | Shall mean Government of India  |
| 13.    | Guarantee Period                 | Shall mean the period during which the Plant or Equipment shall give the same performance as guaranteed by the Service Provider in the Schedule of Guarantee as in the Specification  |

|     |  |  |
|-----|--|--|
| 14. | ESIC                                     | Employees' State Insurance Corporation (ESIC) is the Client in this engagement.  |
| 15. | Instruction                              | Shall mean any drawings and/or instruction in writing, details, direction and explanations issued by the CLIENT from time to time during the Contract Period.  |
| 16. | Letter of Intent (LOI)                   | Written communication to the successful bidder on ESIC intention to sign Contract with them to fulfill the requirements of Specifications (RFP).   |
| 17. | Month                                    | Shall mean a calendar month.   |
| 18. | Notice in Writing or Written Notice      | Shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses or email id as given in the proposal. |
| 19. | Owner/<br>Purchaser/Client<br>/ Employer | Shall mean ESIC on whose behalf the enquiry is issued and shall include their successors and assigns, as well as his authorized officers/representatives.  |
| 20. | Performance Tests                        | Shall mean such tests as per best industry practice, to be performed by the Service Provider in a lab environment/simulated environment before the equipment / hardware / Software is pressed into service and covered in SLA taken over under guarantee by the ESIC.                  |
| 21. | Specifications                           | Shall mean collectively all the terms and stipulations in the RFP, Prime Services Agreement, SLA or as given by the bidder in their technical proposal.  |
| 22. | Sub-Service Provider / Sub Contractor    | Shall mean the person named in the Contract undertaking part of the Work or any person to whom a part of Contract has been sublet with the consent in writing of the CLIENT and shall include their heirs, legal representatives, successors and permitted assigns.                    |
| 23. | Service Provider                         | Shall mean the successful BIDDER whose Bid has been accepted by the CLIENT and on whom the Contract or Purchase Order is placed by the CLIENT and shall include its heirs, legal representatives, successors and permitted assigns, approved by the Company-in-Charge.                 |
| 24. | Week                                     | Shall mean a calendar week.  |
| 25. | Work Order                               | Written Order signed by ESIC after the successful bidder has accepted the LOI. This along with LOI, Specifications (RFP) document and the bidder's technical and financial response to RFP shall constitute part of the Contract.  |
| 26. | Writing                                  | Shall include any manuscript, type written or printed statement under or over signature and/or seal as the case may be.  |

### 3 Proposal for Scope of Work

- ESIC intends to receive the proposal for the Scope of Work outlined for Operation and Maintenance of Project Panchdeep.
- The successful Bidder will be required to complete the Scope of Work within the period stated in the RFP.
- Throughout the RFP, the terms Proposal & Bid, Applicant & Bidder, Service Provider and their derivatives are synonymous. Day means calendar day.
- The overall responsibility of planning and implementing Operation and Maintenance of Project Panchdeep shall lie with the Service Provider. Keeping in view the criticality and scope of this project, Service Provider is required to plan and implement best practices followed in the industries using latest technologies to meet the ESIC's business function requirements and SLA conditions of this project.

### 4 Eligibility of Service Providers

Any bidder who satisfy the eligibility criteria.

### 5 Important Dates

| S. No. | Stages  | Dates                        |
|--------|---|------------------------------|
| 1      | Publication of Notice Inviting Tender   | 03.05.2019                   |
| 2      | Last date for Seeking Clarification/ queries regarding RFP by prospective Bidder. | 10.05.2019                   |
| 3      | Pre bid Conference (No queries will be entertained after Pre bid conference)      | 13.05.2019 at 11:00 Hrs. IST |
| 4      | Clarifications to Pre Bid queries   | 15.05.2019                   |
| 5      | Receipt of Proposal (Pre-Qualification+ Technical+ Financial)                     | 23.05.2019 by 14:00 Hrs. IST |
| 6      | Opening of Pre-Qualification stage  | 24.05.2019 at 14:30 Hrs. IST |
| 7      | Opening of Technical bid  | Will be notified             |
| 8      | Technical Presentation, if any  | Will be notified             |
| 9      | Technical Evaluation result   | Will be notified             |
| 10     | Financial Bid opening   | Will be notified             |
| 11     | Award of LOI  | Will be notified             |
| 12     | Contract Signing  | Will be notified             |

### 6 Qualification of the Bidder

The bidder who will satisfy the eligibility criteria will be eligible to apply for this tender.

### 7 Cost of Proposal

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the ESIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Proposal

## 8 Site Visit

This bid relates to O&M of Data Center at Rohini New Delhi and DR at Hyderabad. Bidder may visit DC & DR with prior permission.

## 9 Indemnity to ESIC

The Bidder and any of its personnel or agents will be granted permission by ESIC to enter DC & DR only upon the express condition that the Bidder, its personnel, and agents, will indemnify ESIC from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder.

## 10 Right to Waive Minor Irregularities

The ESIC reserves the right to waive minor irregularities. The ESIC also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement of services. This right is at the sole discretion of the ESIC

## 11 Failure to furnish information

The Bidder is expected to examine all instructions, forms, terms and conditions, ESIC's requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a Proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

## 12 Clarifications on the RFP

A prospective Bidder requiring any clarification of the RFP may notify ESIC in writing. Pre bid queries can only be asked in the following Performa by submitting .xls file only.

| Col.1          | Col.2                      | Col.3           | Col.4            | Col.5        | Col.6              |
|----------------|----------------------------|-----------------|------------------|--------------|--------------------|
| <u>Sr. No.</u> | <u>Relating to Section</u> | <u>Page No.</u> | <u>Reference</u> | <u>Query</u> | <u>Suggestions</u> |

ESIC would prepare and respond to all the queries raised by the Bidder in a consolidated manner and has the right not to respond to some or any of the queries at its sole discretion. No further queries from any prospective bidder will be entertained after the pre-bid meeting.

## 13 Amendment of RFP Documents

At any time prior to the deadline for submission of Proposal, ESIC may amend the RFP documents by issuing suitable Corrigendum/Addendum through publication on website of ESIC, [www.esic.nic.in](http://www.esic.nic.in) only.

Any Addendum thus issued shall be part of the RFP document.



## **14 Preparation Of Proposal**

### **14.1 Language of Proposal**

The Proposal, and all correspondence and documents related to the Proposal exchanged by the Bidder and ESIC shall be written only in the English language.

### **14.2 Proposal Validity & EMD**

- a. Proposal shall remain valid for the period stipulated in the Special Instruction to Bidder after the date of Proposal opening specified. ESIC shall reject the Proposal as being non-responsive if it is valid for a shorter period.
- b. In exceptional circumstances, prior to expiry of the original Proposal validity period, ESIC may request that the Bidder extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing to or by facsimile to ESIC. In such cases, the Bidder shall not be required or permitted to modify the Proposal, but shall be required to extend the validity of the Proposal for the extension period.
- c. The Bidder shall furnish, as part of its Proposal, an Earnest Money Deposit (EMD) in the amount stipulated by ESIC in the Special Instruction to Bidder, in Indian Rupees.
- d. EMD shall be in the form of a DEMAND DRAFT or Bank Guarantee from any scheduled bank located in India. The DEMAND DRAFT shall be in favour of ESI fund Account Number 1 payable at New Delhi for an amount of INR 1 Crores (Rupees One Crore only). In case Bank Guarantee is furnished it shall be in favour of "Employees' State Insurance Corporation, Panchdeep Bhavan CIG Marg New Delhi." A copy of the EMD documents (Demand Draft/BG) may also be uploaded along with the technical bid. The Original copy of the EMD documents (Demand Draft/BG) should be submitted at ESIC Head Quarter Panchdeep Bhavan, CIG Marge, New Delhi 110002 before the time and date of the bid closing EMD should be enclosed with bid failing which the tender will be outrightly rejected. EMD shall remain valid for a period of 90 days from the date of opening of the Proposal, and any period of extension subsequently. In case of the successful Bidder, the EMD shall be retained till the execution of the Agreement and submission of the Performance Bank Guarantee. No interest will be payable on EMD.
- e. The EMD of the unsuccessful Bidder will be returned as promptly as possible, but not later than 30 days after the issue of LOI.
- f. The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and furnished the required Performance Bank Guarantee.
- g. The EMD may be forfeited:
  - I. If the Bidder withdraws its Proposal; or
  - II. In the case of a successful Bidder, if he fails within the specified time limit to sign the Agreement or furnish the required Performance Guarantee.

### **14.3 Pre-Bid Conference**

A pre-bid conference will be conducted in order to clarify and elucidate any point pertaining to RFP. The conference will be attended by maximum four representatives from Bidder only.

The Service Provider designated representatives will be allowed to attend the Pre-Bid Conference at their own cost, which will take place at the venue and time stipulated by ESIC in the Special Instruction to Bidder.

Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

#### **14.4 Format and Signing Of Proposal**

The Bidder shall prepare one original set of the documents comprising the Proposal with duly page numbered,

Each Page of all the documents should be self attested by the authorized bidder & company seal also fixed on each page , thereafter scanned copies of the technical bid & financial along with the enclosures as per terms and conditions of the tender should be uploaded to the ESIC procurement sites (<https://eprocure.gov.in/eprocure/>) .

The bid document shall contain no alternations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Proposal.

**Note: Important Instructions for Bidders regarding Submission of Bid (Refer Annexure-11)**

#### **14.5 Right to Publish**

Throughout the duration of bidding process and execution term, potential Bidder must secure from ESIC written approval prior to the release of any information that pertains to the potential work or activities covered by Project Panchdeep Operations and Maintenance and its amendments. Failure to adhere to this requirement may result in disqualification of the Bidder's proposal or termination of the contract.

#### **14.6 Compliance with Mandatory Requirements**

All proposals will be reviewed for compliance with the mandatory requirements as contained within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

#### **14.7 Requests for Bidder Clarifications**

ESIC may at its sole discretion contact the Bidder for clarification of the response.

#### **14.8 External Information Sources**

ESIC may use other sources of information in proposal evaluation as required.

#### **14.9 Legal Relationship**

Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

#### **14.10 Collusive Proposal**

Bidder and their employees, agents, advisors and any other person associated with the bidder, must not be engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgment of response.

In addition to any other remedies available under any law or any contract, ESIC reserves the right, in its sole and absolute discretion, to reject any submission lodged by a bidder that engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgment of proposals.

#### **14.11 Return of Information to ESIC**

ESIC reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by ESIC (whether confidential or otherwise and without regard to the type of media on which such information was provided to any bidder, including all copies of such information) be:

- Returned to ESIC, in which case the bidder must promptly return all such information to the address identified by ESIC; or
- Destroyed by the bidder, in which case the bidder must promptly destroy all such information and provide ESIC with written certification that it has been destroyed.

#### **14.12 Conflict of Interest**

ESIC requires that Service Provider to provide professional, objective, and impartial advice and at all times hold the ESIC's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, Service Provider, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

##### Conflicting Activities:

- a. A firm that has been engaged by the ESIC to provide consultancy services to prepare this RFP/Bid document shall be disqualified from providing any type of services related to those goods, works or related to this project.
- b. A Service Provider (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Service Provider to be executed for the same or for another Client.
- c. A Service Provider (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the ESIC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- d. The Service Provider will have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of ESIC, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided in the 'Special Instructions to Bidder'. If the Service Provider fails to disclose said situations and if ESIC comes to know about any such situation at any time, it may lead to the disqualification of the Service Provider during bidding process or the termination of its Contract during execution of assignment.

#### **14.13 Improper Assistance**

Proposals, which in the opinion of ESIC, have been completed with the improper assistance

of employees of ESIC and ex-employees of ESIC, or with the utilization of information unlawfully obtained from ESIC, will be excluded from further consideration.

#### **14.14 False or Misleading Claims**

ESIC may in its absolute discretion exclude or reject any proposal that in the reasonable opinion only of ESIC contains any false or misleading claims or statements. ESIC has no liability to any person or agency for excluding or rejecting any such proposal.

#### **14.15 No Reliance**

Bidder must form independent judgments about any information and other figures in the RFP. Bidder must make their own enquiries to form their judgments. ESIC has no liability to any person who acts or fails to act in reliance on any information or figures in this RFP.

### **15 Formats for RFP**

The proposal formats have been divided into four

sections: Pre-Qualification Formats

Technical formats  
EMD & Cost of  
Tender Financial  
formats

These have been incorporated in the 'Special Instructions for Bidder' (SITB).

#### **15.1 Deadline for Submission of Proposals**

To avoid the last minute rush, Bidder are requested to upload the bid well in time. For what so ever reason, if some prospective bidder is not able to submit any bid, ESIC will not entertain any claim on this account.

#### **15.2 Modification Substitution, and Withdrawal of Proposals**

The Bidder is not permitted to modify, substitute, or withdraw its Proposal after Proposal submission.

#### **15.3 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy. No bidder is allowed to interact with the ESIC officials once the bid has been submitted. Any attempts at meeting the ESIC officials may lead to disqualification.

### **16 Proposal Opening**

- a. The ESIC will open the Proposals received through e-bid, in the presence of Bidder' designated representatives who choose to attend, at the time, date, and location stipulated in the Special Instructions to Bidder (SITB).

- b. Successful Bidder after the technical evaluation stage would be intimated by phone, e-mail etc.

## **17 Bid Evaluation**

### **17.1 Initial Examination of Proposals**

Prior to the detailed evaluation of Proposals, the ESIC and/or its nominees will determine whether each Proposal has been submitted in terms of the tender document (RFP). In case of discrepancy, ESIC reserves the right to declare the bid invalid. Filing of proposals on line is a must.

### **17.2 Pre-Qualification Proposal Evaluation**

Only those Bidder who fulfill all the criteria of pre-qualification will be considered for Technical and financial evaluation.

### **17.3 Technical Proposal Evaluation**

The technical evaluation criteria have been mentioned in the 'Special Instruction to Bidder'.

### **17.4 Financial Proposal Evaluation**

Those Bidders that have been qualified in the technical evaluation will be considered for the financial bid. The basis of award for this engagement will be on QCBS (Quality and Cost Based Selection) as detailed in Para 54 of the RFP.

## **18 Award**

ESIC will award the Project to the Bidder, who's Proposal has been determined to be having Highest QCBS Score.

### **18.1 ESIC's right to accept/ reject any proposal**

ESIC reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals, at any time prior to award of contract (Prime Services Agreement), without thereby incurring any liability to the affected Bidder or Bidder or any obligation to inform the affected Bidder or Bidder on the grounds for the ESIC's action.

### **18.2 Notification of Award**

Prior to expiration of the period of Proposal validity as prescribed, ESIC will notify the successful Bidder by e-mail that its Proposal has been accepted. This letter (hereinafter called the "Letter of Intent") shall outline the broad terms and conditions of the award of the Contract to the Bidder.

### **18.3 Signing of Prime Services Agreement & Service Level Agreement**

After issue of letter of intent (LoI) to the successful Bidder, ESIC will send the Bidder the Prime Services Agreement and Service Level Agreement in the form provided in the Proposal document, incorporating all agreements between the Parties, including any agreements reached during the negotiation, if any.

Within 10 days of issue of the Prime Services Agreement and the Service Level Agreements, the successful Bidder shall sign the Agreement and return it to the ESIC, together with the required performance security.

In the event that the successful Bidder fails to sign the Prime Services Agreement & SLA, ESIC reserves the right to cancel notification of award and annul any contract or deemed contract that may be claimed, without accepting any liability for doing the same. Any exercise of this right of the ESIC, shall not be disputed in any forum and / or court.

The person signing the Prime Services Agreement & SLA shall be the person who is the authorized signatory of the bidder.

#### **18.4 Performance Security**

The format of performance bank guarantee is provided in the GITB (RFP Volume-II, Para 52) and shall be used.

The amount of Performance Bank Guarantee shall be 10% of the value of the contract including taxes. This performance security should remain valid for a period of six months beyond the date of completion of all contractual obligations of the Service Provider including warranty obligations.

The successful Bidder shall provide the Performance Bank Guarantee in the form of an irrevocable bank guarantee from a Scheduled Bank located in India.

Failure of the successful Bidder to comply with the requirements shall constitute a breach of Prime Service Agreement, cause for annulment of the award, forfeiture of the EMD and any such other remedy the ESIC may take under the Prime Service Agreement.

### **19 Dispute Resolution**

***All disputes arising out of this RFP and Contract arising out of award of Contract under this RFP shall be referred to One member Arbitration Tribunal to be constituted by Director General ESIC.***

### **20 Corrupt or Fraudulent Practices**

The ESIC desires to observe a high standard of ethics during the period and execution of this Authorization Agreement. In pursuance of this Section, ESIC:

- a. will not accept a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; and
- b. Will declare a firm/company/group, as the case may be, ineligible, to be awarded the Contract if it at any time determines that the firm/company/group, as the case may be, has engaged in corrupt or fraudulent practices.

For the purposes of this provision, the ESIC defines the terms set forth below as follows:

- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process

or in contract execution;

- b.** "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c.** "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the ESIC, designed to establish prices at artificial, noncompetitive levels;
- d.** "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### Measures to be taken by the ESIC

- a.** The ESIC may terminate the contract if it determines at any time that representatives of the Service Provider engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the ESIC to remedy the situation;
- b.** The ESIC may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a ESIC-financed contract.

## **21 Left Blank**

## **22 Delay in Performance due to causes non-attributable to Service Provider**

If at any time during performance of the Contract, the Service Provider should encounter conditions, not attributable to him or his associates, impeding timely completion of the services under the contract and performance of the services, the Service Provider shall promptly notify ESIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, ESIC shall evaluate the situation and may at its discretion extend the Contract time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the Service Provider for reasons other than those given in the above paragraph in the performance of its Contract obligations shall render the Service Provider liable to any or all of the following:

- a.** Forfeiture of its performance security;
- b.** Imposition of Liquidated Damages
- c.** Termination of the Contract for default

## **23 Liquidated Damages for Delay in Completion**

If the Service Provider fails to deliver on time the deliverables as stated in Scope of work of the Service Provider mentioned in Clause 2 of RFP Volume-1, except cases due to ESIC dependencies, the Service Provider shall be liable to pay liquidated damages as per Service Level Agreements stated in Annexure 03 - SLA.

## **24 Left Blank**

## **25 Liability Contract – towards ‘ESIC’**

Service Providers liability will be regulated as per terms of PSA and where it is not well defined in PSA it would be governed by the Applicable Laws of India.

## **26 Patents**

The Service Provider shall hold harmless and indemnify ESIC from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specification and plans furnished or recommended by the Service Provider.

The Service Provider shall promptly notify ESIC in writing, if it has acquired knowledge of any patent, under which claim or suit for infringement could reasonably be brought, because of the use by ESIC of any information, recommendation or specification, services rendered by the Service Provider.

The Service Provider, in such case, shall forthwith at its own cost make and furnish to ESIC alternative specifications or recommendations to avoid the same.

- If the Service Provider fails to perform any other obligation (s) under the contract; or
- If the Service Provider in the judgment of ESIC has engaged in corrupt or fraudulent practices in competing or in executing the contract.

In the event, ESIC terminates the contract in whole or in part, ESIC may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the Service Provider shall be liable to ESIC for any risk and costs for such similar services. However, the Service Provider shall continue performance of the contract to the extent not terminated. In addition, such action by Service Provider as aforesaid shall not relieve the Service Provider of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the Service Provider to reduce the value of the Performance Bank Guarantee not the time thereof. The Performance Guarantee shall be valid for the full value and remain valid for a period of six months beyond the date of completion of all contractual obligations of the Service Provider including warranty obligations.

## **27 Indemnification**

- a. The Service Provider shall at all times indemnify and keep indemnified the ESIC/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- b. The Service Provider shall at all times indemnify & keep indemnified the ESIC / Government of India , against patent claims , copyright claims , legal fees &



damages claimed , which may arise out of any claim by third party , alleging Intellectual property infringement that is related to System software & OEM's software.

- c. The Service Provider shall at all times indemnify and keep indemnified the ESIC/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Service Provider's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider.
- d. The Service Provider shall at all times indemnify and keep indemnified the ESIC/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- e. All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **28 Governance of Laws**

The contract shall be interpreted in accordance with the Indian laws.

## **29 Dispute Settlement Jurisdiction**

Jurisdiction for filing any suit in case of any dispute shall be local courts at Delhi only.

## **30 Currency of Payment**

Payment shall be made in Indian Rupees only.

## **31 Termination**

- a. Termination for Default

The ESIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or in part if:

- the Service Provider fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by the ESIC; or
- the Service Provider fails to perform any other obligation(s) under the

contract If termination is decided, Vendor's Performance Bank Guarantee will be forfeited.

- b. Termination by 90 days prior notice

***ESIC reserves the right to foreclose the contract in part or full, by intimating the Service provider 90 days in advance.***

### **32 Suspension of Obligation**

The "ESIC" may, by written notice of suspension (including Clause 31) to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any or all of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding ten days after receipt of notice of suspension by the Service Provider of such notice of suspension.

### **33 Force Majeure**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts.

Force Majeure shall not include:

- a. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Service Providers or agents or employees, nor
- b. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Subject to below mentioned clause, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure.

Measures to be taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 10 days following the occurrence of such event, providing evidence of the nature and subject to the satisfaction and acceptance of the same by Hospital / Office and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through arbitration.

### **34 Governing Language**

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. English shall be the binding and controlling language for all matters relating to the meaning and implementation of this document.

### **35 Bankruptcy**

If the Service Provider becomes bankrupt or have a receiving order made against it or compound with its creditors or being a Corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, ESIC shall be at liberty:

- To terminate the engagement forthwith without any notice in writing to the Service Provider or to the liquidator or receiver or any person in whom the Service Provider may become vested.
- To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by ESIC.

### **36 Personnel**

- a. General: The Service Provider shall employ and provide such qualified and experienced personnel whose title, job description, minimum qualification and estimated period of engagement in the carrying out of the Services are as per the bidder's proposal.
- b. In respect of the personnel, which the Service Provider proposes to use in the carrying out of the Services, the Service Provider shall submit to "ESIC" for review and approval of a copy of their Curricula Vitae (CVs). If "ESIC" does not object in writing (stating the reasons for the objection) within 7 days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "ESIC".
- c. Removal and/or Replacement of Personnel:
  - Except as the "ESIC" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Service Provider

shall forthwith provide as a replacement a person of equivalent or better qualifications.

- If "ESIC" finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the "ESIC's" written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the "ESIC".

### **37 Contract Agreement**

This Contract 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.

- Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
- In cases of substantial modifications or variations, the prior written consent of the ESIC is required.

### **38 Examination of Hardware and Software tools & Components**

The scope of work under Operations and Maintenance is well defined in relevant task and allied documents of this RFP. Bidder have to carefully examine the list of various Hardware & Software tools and components used in developing, provisioning, configuring and monitoring of the Infrastructure, which may require upgrade/replenishment and accordingly assess, facilitate and support ESIC for such changes.

### **39 Fairness & Good Faith**

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

Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration

### **40 Functional Guarantee**

The Service Provider will guarantee that once the Transition Completion Certificate has been accepted by ESIC, Project Panchdeep Operations and Maintenance should meet the technical requirement as set forth in the RFP and it conforms to all other aspects of the contract.

If, for reasons attributable to the Service Provider, the Project Panchdeep Operations and Maintenance does not conform to the Technical requirement or does not conform to any or all other aspects of the Contract, the Service Provider shall at its cost and expense make such changes, modifications and/or additions to the Project Panchdeep Operations and Maintenance as may be necessary to conform to technical requirements and meet all functional and performance standards. The Service Provider shall notify ESIC upon completion of the necessary changes, modifications, and/or additions and shall request ESIC to repeat the Performance Acceptance Tests until the Project Panchdeep Operations and Maintenance achieves Performance Acceptance. If the Project Panchdeep Operations and Maintenance fails to achieve Performance Acceptance, ESIC may consider termination of the contract and forfeiture of the Contract Performance Guarantee in compensation for the extra costs and delays likely to result from this failure.

#### **41 Assignment**

Service Provider shall not, without the express prior written consent of ESIC, assign to any third party, the Contract or any other part thereof, or any right, benefit, obligation, or interest therein or there under.

#### **42 Copyright**

The Intellectual Property Rights in the Implementation and associated material shall remain vested in ESIC of such rights.

ESIC's contractual rights to use the implemented solution or elements of the software may not be assigned, licensed or otherwise transferred voluntarily except in accordance with the relevant license agreement.

#### **43 No Waiver of rights**

Neither the inspection by ESIC or any of their agents nor any order by ESIC for payment of money or any payment for or acceptance of, the whole or any part of the Works by ESIC, nor any extension of time, nor any possession taken by ESIC shall operate as a waiver of any provision of the Contract, or of any power reserved to ESIC, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

#### **44 Certificate not to affect right of owner and liability of Service Provider**

Neither the payment made by ESIC nor any extension of time for execution of the Works granted by ESIC shall affect or prejudice the rights of ESIC against the Service Provider or relieve the Service Provider of its obligations for the due performance of the Contract, or be

interpreted as approval of the Works done or discharge the liability of the Service Provider for the payment of damages whether due, ascertained or certified or not, or any sum against the payment of which it is bound to indemnify ESIC, not the acceptance by it of any sum paid effect or prejudice the rights of the Service Provider against ESIC

#### **45 Grants, Commissions and Gifts etc**

Any grant, commission, gift or advantage given, promised or offered by or on behalf of the Service Provider or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with ESIC, shall, in addition to any criminal liability which it may incur, subject the Service Provider to the cancellation of this and all other contracts and also to payment of any loss or damage to ESIC resulting from any cancellation. ESIC shall be entitled to deduct the amount so payable from any monies otherwise due to the Service Provider under the Contract.

#### **46 Enforcement of Terms**

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, right or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

#### **47 Defense of Suits**

If any action in court is brought against ESIC or an agent of ESIC for the failure or neglect on the part of the Service Provider to perform any acts, matter, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his sub Service Providers, suppliers or employers, the Service Provider shall in all such cases indemnify and keep ESIC and the agent of ESIC or his representatives, harmless from all losses, damages, expenses or decrees arising of such action

#### **48 Limitation of Liability**

Service Provider's cumulative liability for its obligations under the contract shall not exceed the contract value.

#### **49 Left Blank**

#### **50 Prices/Taxes increase/ Decrease Clause**

Any increase/ decrease in taxes after the date of submission of Financial Proposal shall be to the account of ESIC.

## 51 Invoicing and payment

ESIC will pay invoices within forty five days from the date of submission of invoices except for those portions of any invoice that ESIC disputes in good faith and in writing. The date of invoice will not be earlier than the first day of the month following the month in which the quarter is over.

## 52 Form of Performance Bank Guarantee

To,  
Dy. Medical Commissioner (ICT)  
ESIC HQ Office, Panchdeep Bhawan, CIG Road, New Delhi-110002  
Tel. No.: 011-23222632  
e-mail: ac\_ict@esic.in; dmc-ict.hq@esic.nic.in;

In consideration of Employee's State Insurance Corporation, New Delhi acting through (hereinafter referred to as ESIC which expression shall include his successor and assignees) having awarded to <name> (hereinafter referred to as "the Service Provider" which expression , wherever the subject or context permits, includes its successors and assignees ) a contract for 'Implementation of PROJECT PANCHDEEP OPERATIONS AND MAINTENANCE in terms of inter- alia ESIC 's letter No.----Date---- (hereinafter called "the Contract.") and General Instructions to Bidder and upon the condition of the Service Provider's furnishing Security for the Service Provider's liability under and in connection with the said contract up to a sum of Rs.----- amounting to 10% of the value of the contract.

1. We (hereinafter referred to as the Bank or the said bank) and having our registered office at\_\_\_\_\_do hereby jointly and severally
2. undertake to guarantee the payment to ESIC in rupees forthwith on demand in writing and without any protest or demur any or all monies payable by the Service Provider to ESIC in respect of or in connection with the said contract inclusive of all ESIC's losses and damages and costs. (inclusive between attorney and ESIC) charges, and expenses and other moneys anyway payable in respect of the above as specified in the notice of demand made by ESIC to the Bank with reference to this guarantee up to an aggregate limit of Rs.,
3. We\_\_\_\_\_further agree that ESIC shall be the sole judge of and as to whether the said Service Provider has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damages, charges and expenses caused to or suffered by or that may be caused to or suffered by ESIC on account thereof and the decision of ESIC that the Service Provider has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by ESIC from time to time shall be final and binding on us.
4. ESIC shall have the fullest liberty without reference to the bank and without effecting in any way the liability of the said Bank under this guarantee to take any other security in respect of the Service Provider's obligation and liabilities

hereunder or to vary the contract/ work to be done there under vis-à-vis the Service Provider or to vary the prices of the total contract value or to release or forbear from enforcement of all or any other security or any other securities now or anytime held by ESIC and such arrangements with the Service Provider or release or forbearance whatsoever shall absolve the bank of the full liability to ESIC hereunder or prejudice the rights of ESIC against the bank.

5. The guarantee shall not be determined or affected by the liquidation or winding up of, dissolution or change in constitution or insolvency of the Service Provider but shall in all respect and for all purposes be binding and operative until payment of all moneys payable to Service Provider in terms thereof.
6. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be in anywise affected or suspended by reasons of any dispute or disputes having been raised by the Service Provider (whether or not pending before any arbitrator, Tribunal or court) or purporting to stop or prevent any payment by the bank to ESIC in terms thereof. The Bank's liability under these presents being absolute and unequivocal.
7. The amount stated in any notice of demand addressed by ESIC to the bank as liable to be paid to ESIC by the Service Provider or as suffered or incurred by ESIC on account of any losses, damages, costs, charges and expenses shall be conclusive evidence of the amount so liable to be paid to ESIC or suffered or incurred by Service Provider as the case may be and in terms hereof.
8. This guarantee / undertaking shall be in a continuing guarantee / undertaking and shall remain valid and irrevocable for all claims of ESIC and liabilities of the Service Provider arising up to a period of Six months beyond the date of completion of all contractual obligations of the Service Provider including warranty obligations and until midnight of last day of validity. As per the terms of agreement with the ESIC the contractual obligations will continue till 12 months after the end of the Contract Period.
9. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever that ESIC may now or any time anywise may have in relation to the Service Provider's obligations or liabilities under and/or in connection with the said contract, and ESIC shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which ESIC may have or obtain and not forbearance on the part of ESIC in enforcing or requiring enforcement of any other security shall have the effect of releasing the bank from its full liability hereunder.
10. It shall not be necessary for ESIC to proceed against the said Service Provider before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding that any security which ESIC may have obtained or obtain from the Service Provider shall at the time when proceedings are taken against the said bank hereunder be outstanding or unreleased.



11. We \_\_\_\_\_ undertake not to revoke this guarantee during this currency except with the consent of ESIC in writing and agree that any change in the constitution of the said Service Provider or the said bank shall not discharge our liability hereunder.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.....and this guarantee shall remain in full force till a period of six months beyond the date of completion of all contractual obligations of the Service Provider including warranty obligations and unless a claim is made on us within ..... Months from the date i.e. before..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated..... Day of  
 .....2019 Name of Bank: -----  
 -----  
 Address: -----  
 Date: -----

### 53 Special Instructions to Bidder (SITB)- Data Sheet

| S. No | Instructions  |
|-------|---|
| 1.    | Name and Address of the ESIC:<br><br>Dy. Medical Commissioner (ICT)<br>ESIC HQ Office, Panchdeep Bhawan, CIG Road, New<br>Delhi-110002 Tel. No.: 011-23222632<br>e-mail: ac_ictq@esic.in; dmc-ict.hq@esic.nic.in; |
| 3.    | Proposal Language: English  |
| 4.    | Payment Terms: Please refer to Clause 55  |
| 5.    | Currency of the Proposal: Indian Rupees only  |
| 6.    | Period of Proposal Validity: 180 days after the date of opening of Proposals  |
| 7.    | Amount of EMD<br>The amount of EMD shall be INR 1 crores (Rupees One Crore only).   |
| 8.    | Venue of The Pre-Bid Conference:<br><br>ESIC HQ Office, Panchdeep Bhawan, CIG Road, New<br>Delhi-110002 Tel. No.: 011-23222632<br>e-mail: ac_ictq@esic.in; dmc-ict.hq@esic.nic.in;                                |

|     |  |
|-----|--|
| 9.  | ESIC's address for the Purpose of Proposal Submission and Opening:<br><br>ESIC HQ Office, Panchdeep Bhawan, CIG Road, New Delhi-110002 Tel. No.: 011-23222632<br>e-mail: ac_ictHQ@esic.in; dmc-ict.hq@esic.nic.in; |
| 10. | Technical Evaluation Criteria: Please refer Clause-54  |
| 11. | Financial Evaluation Criteria: Please refer Clause-54  |

## 54 Detailed Evaluation Process

### 54.1 A tiered evaluation procedure will be adopted for evaluation of proposals in the following order:

- 54.1.1** As a first step, it will be verified that Bidder have submitted EMD as per terms of RFP
- 54.1.2** Of the Bidder found successful in Step a. bids will be assessed on the basis of **pre-qualification criteria**
- 54.1.3** Of the Bidder found successful in Step b, **technical proposal** of the Bidder will be assessed.
- 54.1.4** Of the Bidder found successful in Stage C, the **financial proposals** will be opened and compared based on QCBS (Quality and Cost Based Selection) Process.

**54.2** ESIC will review the technical bids of the Bidders to determine whether the technical bids are responsive as per the requirements specified in the RFP. Bids that are not responsive are liable to be disqualified.

**54.3** ESIC may also seek inputs from their professional, external experts in the technical and financial evaluation process.

**54.4** ESIC shall evaluate the technical bids as per the Technical submission. Only the technically qualified Bidders qualify for the financial evaluation stage.

**54.5** The financial bids for the technically qualified Bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive as per the requirements specified in the RFP.

### 54.6 Pre-Qualification Criteria\*

(The information submitted under this heading must also be filled in the table at Section 56.2.8 "List of Projects for Pre-Qualification and technical Qualification Stage", as applicable.)

| S. No. | Pre - Qualification Criteria   | Supporting document required to be submitted                 |
|--------|--|--|
| 1      | The Bidder should be <b>Registered under Companies Act 1956/2013</b> or a <b>Partnership Firm Registered</b> | Valid copy of the Certificate of Incorporation/ Registration |

|   |  |   |
|---|--|---|
|   | <b>under Indian Partnership Act 1932 Firm or a Limited Liability Partnership Firm Registered under Limited Liability Partnership Act 2008. The Bidder should be in existence for not less than last five years in the field of IT services.</b>  |   |
| 2 | The Bidder should have PAN Number.   | Copy of Valid PAN allotment letter  |
| 3 | The Bidder should have GST Number.   | Copy of Valid GST Number  |
| 4 | <p>I. The Bidder shall have demonstrable expertise and experience in implementing <b>03 (THREE) IT Projects (details to be given as per sl. No. 1,2 &amp; 3 in the table at section 56.2.8 “List of Projects for PQ &amp; TQ Stage”</b>), in past 5 years as on 30.04.2019.</p> <p>II. The aggregate value in INR of the <b>03 (THREE)</b> projects referred above should <b>not be less than Rs 100 (One Hundred) Crores.</b></p> <p>III. Each of the aforesaid Three (03) projects, <b>should individually satisfy</b> following criteria:</p> <ol style="list-style-type: none"> <li>Value of the project should not be less than <b>Rs. 10 (TEN) Crores.</b></li> <li>Either the Project should have been <b>completed in last 05 years, or in case of ongoing project, it should have already completed 3 years, of which at least 1 year should be of O &amp; M Phase.</b></li> <li>The project should be of a <b>minimum duration of 2 years.</b></li> <li>The project should have components including O &amp; M of <b>Data Center and/or Disaster Recovery Center in at least any of the three work areas such as Server, Storage, Network, Security, and Virtualization.</b></li> <li>The project should have large-scale application involving multiple locations and multiple users with a user base of <b>minimum 4,000 (Four Thousand)</b> users.</li> <li>The project should have been based on <b>.Net and/or JAVA</b> technologies</li> </ol> | <p>Copy of work order with CA/CS certificate in respect of successful implementation of completed / ongoing projects. In case the work order cannot be shared on account of non-disclosure agreement (NDA) with the customer, bidder may submit requisite details of the project duly certified by CA/CS, along with the certified copy (ies) of the NDA with the said customer.</p> <p>For number of users, if details are not available in the work order as mentioned above, then, self-certified declaration by the authorized representative of the bidder with CA/CS certificate.</p> |
| 5 | Bidder should have minimum Annual Financial turnover of <b>Rs. 100 crores</b> in each of the <b>last 3 years ending March 31, 2018</b> from IT related operations.   | Audited balance sheets and Financial statement for the period <b>2015-16, 2016-17 and 2017-18.</b> In case Balance sheet does not show IT related turnover, a certificate to this effect from statutory Auditor should be submitted in addition to the Balance sheet.   |
| 6 | The Bidder should be <b>Net Profit Making IT</b>   | Audited Balance sheets and  |

|   |   |  |
|---|---|--|
|   | <b>Company for at least two out of the last 3 years for the years ending March 31, 2018.</b>  | Financial Statement for the period <b>2015-16, 2016-17. 2017-18.</b>                       |
| 7 | The Bidder should have a Project Director exclusively for this project having Qualification Graduate in Information Systems (B.E. / B.Tech. and preferably with M.Tech / MBA) as on the date of Bid submission & fulfilling further requirements as in Annexure -8. | Qualification & Experience details of the Project Director.                                |
| 8 | The Bidder should be an<br>(a) <b>ISO 9001:2015</b> ,<br>(b) <b>CMMi Level 3</b> or above certified company   | Copy of the Valid Certificates as on date of Bid submission                                |
| 9 | The Bidder should not be Blacklisted by any Central/ State Government ministry/affiliate or Public sector undertaking or equivalent or a unit whose experience is being quoted and also not involved in any Corrupt & Fraudulent Practices.                         | Company Secretary certified document. Written undertaking on the Letterhead of the Bidder. |

**Note:**

1. The Bidder shall not be affiliated with an individual, a company or other legal entity that has been hired (or is proposed to be hired) by the ESIC as financial /technical/legal consultants to the Project.
2. A Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent Practices.
3. Bidder shall provide such evidence of their continued eligibility to the best satisfaction of ESIC.
4. The Bidder, for the purpose of submitting a Proposal shall treat the content of this document as private and confidential.

**54.7 Preliminary Examination**

- 54.7.1** ESIC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 54.7.2** Prior to the detailed evaluation, ESIC will determine the responsiveness of each bid to the bidding documents. ESIC'S determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 54.7.3** If a Bid is not responsive, it will be rejected by ESIC. Conditional bids are liable to be rejected.

**54.8 Methodology & Criteria for Technical, Commercial and final evaluation**

- 54.8.1** Price bid of only such of the bidders will be opened technical bids of which are fully compliant to RFP requirements and that have scored at least 70 marks in P Q & Technical Evaluation out of 100.
- 54.8.2** At any point of time, if ESIC feels that the bidder is hiding any information, which will affect the project , in short or long run, ESIC may reject bid submitted by such bidder, without assigning any reason or

explanation.

**54.8.3** The following criteria shall be used to evaluate the technical bids.

| Section | Evaluation Criteria   | Weightage |
|---------|---|-----------|
| A       | Bidders Meeting Prequalification Criteria   | 30 %      |
| B       | Bidder's Financial Standing, Project Experience and Technical Competences as per part 'B' of table below. | 50%       |
| C       | Approach, Methodology and proposed manpower deployment as per part 'C' of table below                     | 20%       |

(The information submitted under this heading must also be filled in the table at Section 56.2.8 "List of Projects for Pre-Qualification and technical Qualification Stage", as applicable.)

| Sr. No.  | Technical Evaluation Criteria   | Technical Evaluation Parameter   | Documentary Evidence              | Maximum Marks     |    |
|--|---|--|-----------------------------------|-------------------|----|
| <b>A. Bidders who are meeting Prequalification Criteria</b>                        |   |  |                                   |                   |    |
| PQ 1   | Whether the bidder meets the Prequalification Criteria  | All bidders meeting Pre-qualification Criteria will be awarded 30 Marks. Those not meeting Pre-qualification will be rejected and not be assessed further. | As per Pre-qualification Criteria | 30                |    |
| <b>B. Bidder's Financial Standing, Project Experience and Technical Competence</b> |   |  |                                   |                   |    |
| TA 1   | The bidder has an average annual turnover of Rs. 150 crores or above, in IT related Business for last 3 audited financial years (2015-16, 2016-17,2017-2018). | <b>Turnover (in Crores)</b>  | <b>Marks</b>                      | CA/CS certificate | 10 |
|  |   | >= Rs. 300 Cr  | 10                                |                   |    |
|  |   | >= Rs. 200 Cr. and < Rs. 300 Cr.   | 8                                 |                   |    |
|  |   | >= Rs.150Cr.and< Rs.200Cr.   | 4                                 |                   |    |

|      |   |  |    |  |    |    |
|------|---|--|----|--|----|----|
| TA 2 | Aggregate value in INR of the 3 projects submitted for pre-qualification.   | <b>Aggregate value of 3 projects submitted for pre-qualification</b> |    | Copy of work order showing the project value. In case of NDA with the customer, as an alternative, bidder may provide CA/CS certificate, along with copy of NDA with the customer. | 10 |    |
|      |   | >= Rs. 300 Cr.   | 10 |  |    |    |
|      |   | >= Rs. 250 Cr. and < Rs. 300 Cr.                                     | 8  |  |    |    |
|      |   | >= Rs. 200 Cr. and < Rs. 250 Cr.                                     | 5  |  |    |    |
|      |   | >=Rs. 150 Cr. and< Rs.200Cr.   | 3  |  |    |    |
| TA3  | Number of Projects excluding projects as submitted for Pre-Qualification, executed by the bidder meeting all the conditions of the Pre-qualification Criteria 4 III. Details of such projects should be provided in the table at section 56.2.8 | <b>No of projects</b>  |    | Copy of work order showing the project value. In case of NDA with the customer, as an alternative, bidder may provide CA/CS certificate, along with copy of NDA with the customer. | 10 |    |
|      |   | 5 & above  |    |  |    | 10 |
|      |   | 4  |    |  |    | 8  |
|      |   | 3  |    |  |    | 6  |
|      |   | 2  |    |  |    | 4  |
|      |   | 1  |    |  |    | 2  |
| TA 4 | Aggregate number of users of 3 projects submitted for pre-qualification.  | <b>No of Users</b>   |    | Copy of work order with CA/CS certificate in respect of successful implementation of completed / ongoing projects. If details are not available                                    | 10 |    |
|      |   | >= 1,80,000  |    |  |    | 10 |
|      |   | >= 1,50,000  |    |  |    | 8  |
|      |   | >= 1,20,000  |    |  |    | 6  |
|      |   | >= 90,000  |    |  |    | 4  |
|      |   | >= 60,000  |    |  |    | 2  |

|   |  |  |              |  |    |
|---|--|--|--------------|--|----|
|   |  |  |              | in the work order, then, self-Certified declaration by the authorized representative of the bidder with CA/CS certificate. |    |
| TA 5  | Bidder's certification beyond pre-qualification criteria | <b>Additional Certifications valid on the date of Bid Submission</b>   | <b>Marks</b> | Relevant valid certificate to be enclosed  | 10 |
|   |  | ISO27001 latest standard   | 3            |  |    |
|   |  | ISO20000 latest standard   | 2            |  |    |
|   |  | Highest level of CMMI certification - level5   | 5*           |  |    |
|   |  | Highest level of CMMI certification - level4   | 3*           |  |    |
| * Only one of the two will be applicable.             |  |  |              |  |    |
| <b>C. Approach, Methodology and proposed manpower</b> |  |  |              |  |    |
| TA 6  | Approach & Methodology                                   | Following parameters will be evaluated:  |              | Detailed write-up to be enclosed in technical bid and presentation will be requested by ESIC if required.                  | 8  |
|   |  | <b>Parameter</b>   | <b>Marks</b> |  |    |
|   |  | <b>Transition Plan and Transition Risk Management Plan:</b><br>Transition Plan Description Response will be evaluated on:<br>i. Coverage of the details as requested in (Summary Transition Plan).<br>Understanding of the scope by the bidder and relevance of the plan to Panchdeep project services – evaluated for each of | 2            |  |    |

|  |  |   |   |  |  |  |
|--|--|---|---|--|--|--|
|  |  | <p>the items requested<br/>Transition Risk<br/>Management Plan<br/>Response will be<br/>evaluated on:</p> <ul style="list-style-type: none"> <li>i. Coverage of the details as requested in (Summary Transition Risk Management Plan)</li> <li>ii. Understanding of the scope by the bidder and relevance of the plan to Panchdeep project services – evaluated by the identified risks.</li> </ul>   |   |  |  |  |
|  |  | <p><b>Operation and Maintenance Approach</b> clearly indicating the approach that the Service Provider is proposing for Operation and Maintenance of Panchdeep along with the</p> <ul style="list-style-type: none"> <li>i. Rationale and how it meets the desired objectives</li> <li>ii. Identification and Solution of Infrastructure and application tools and components where changes or upgrades have potentially major impact on the service continuity.</li> </ul> | 2 |  |  |  |
|  |  | <p><b>Service Desk:</b><br/>Response will be evaluated on:<br/>Sufficiency of sizing and proposed team</p> <ul style="list-style-type: none"> <li>ii. Proposed solution for Service Desk with scope to augment capacity during peak</li> </ul>  | 2 |  |  |  |



|      |                                |  |  |    |  |
|------|--------------------------------|--|--|----|--|
|      |                                | <p>period.</p> <p><b>Exit Plan:</b><br/>                 Response will be evaluated on:<br/>                 i. Sufficiency of sizing and proposed team (5)<br/>                 ii. Methodology adopted (3)<br/>                 iii. Detail process and documentation (2)</p>  | 2  |    |  |
| TA 7 | Governance Structure and Team, | <p>Response will be evaluated on the following parameters:<br/>                 Governance Structure<br/>                 i. Governance Structure including the representatives of the Service Provider in each of the Committees at ESIC<br/>                 - Level of skills and qualifications<br/>                 - Experience of the proposed personnel<br/>                 ii. Escalation mechanism within Service Provider<br/>                 iii. Project Team for O&amp;M services:<br/>                 Response will be evaluated on Proposed profiles for the key personnel:<br/>                 i. Project Director<br/>                 ii. Transition Manager (Till transition completion and stabilization)<br/>                 iii. Project Manager – Infrastructure<br/>                 iv. Project Manager – Software<br/>                 v. Project Manager – SLA<br/>                 vi. Project Manager – Information Security<br/>                 vii. Project Manager – Service Desk and Support<br/>                 Each proposed profile will be evaluated on:<br/>                 a. Level of skills and experience (50%)<br/>                 b. Relevance of experience (50%)</p> | Detailed biodata /profiles of proposed team should be enclosed. If required ESIC will also call the proposed team in the presentation for interaction. | 12 |  |

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  | <p>Proposed team resources for Technology Improvement and Application Development and Changes</p> <p>Response will be evaluated on Proposed profiles as per RFP.</p> <p>Relative ranking among bidders will be done with best proposed governance structure and team of proposed technical manpower for O&amp;M and application development will get highest mark and second best will get lower mark than best and so on.</p> |  |  |  |
|--|--|--|--|--|--|

**54.9 Normalized technical score**

The technical score of a bidder ‘Tb’ will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. ESIC’s decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 70 out of 100 will qualify for the evaluation of the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under any circumstances the breakup of the technical score shall not be shared with the bidders.

Tb: Absolute Technical

Score Tmax: Maximum

Technical Score

Tn: Normalized technical score of the bidder under Consideration

Normalized technical score (Tn) =  $Tb/Tmax * 100$

**54.10 Normalized Financial Score**

The financial bids of only those bidders, who have scored at least 70 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders’ representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder’s representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder ‘Fb’ will be assigned to the bidder. ‘Fb’ will be the total financial quote made by the bidder.

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated financial proposal

The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

Normalized Financial Score (Fn) =  $100 \times F_{min} / F_b$

#### **54.11 Final Evaluation of Bid**

Proposals will be ranked according to their combined normalized technical (Tn) and financial (Fn) scores using the weights (T = 0.60 the weight given to the Technical Proposal; P = 0.40 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:

Final Score (S) =  $T_n \times T + F_n \times P$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

### **55 Payment Schedules**

The total project period includes Transition and Parallel Run Phase and 02 Years of Operations & Maintenance after completion of Transition. The project is extendable up to 1 year at the sole discretion of ESIC, at the rates quoted for 3<sup>rd</sup> year.

|   |
|---|
| Payment Terms for Services Provided during Mandatory Period of Contract (includes Transition and Parallel Run Phase and 2 Years after completion of Transition) |
|---|

- |  |
|--|
| <ul style="list-style-type: none"> <li>a. T-0 for payments is taken as the Transition Acceptance Date i.e. the Date on which ESIC issues Transaction Acceptance Certificate.</li> <li>b. Cost of services to be provided during the Transition Period shall be released post Transition Acceptance Date</li> </ul> |
|--|

|   |
|---|
| <b>Item no. 1: Payment for Operation &amp; maintenance of DC inclusive of BMS, manpower and AMC of non IT equipment</b> |
|---|

|   |
|---|
| <b>Item no. 2: Payment for Operation &amp; maintenance of DR inclusive of BMS, manpower and AMC of non IT equipment</b> |
|---|

|   |
|---|
| <b>Item no. 3: Payment for Operation &amp; maintenance of existing software applications (including training)</b> |
|---|

**Item no. 4: Payment for service desk / help desk****Conditions Precedent:** Successful Acceptance of Transition

- a. Payments will be made after the end of each quarter after satisfactory delivery of the services as measured by SLA prescribed.
- b. Equated 4 quarterly payments for each year derived from yearly amount quoted for that respective year to provide the Services during Mandatory Period and extended period, if any of Contract.
- c. Invoices will be scrutinized and payment made after verification of SLAs and calculation of damages/ SLA breaches, if any. In case of payment process getting delayed beyond 45 days after the date of invoice 50% of the equated quarterly amount of the invoice due will be released.
- d. The Damages will be worked out as per SLA Matrix where the maximum Damages for non-compliance in a quarter of default will be 10% of the invoice Value of item No 1 to 4. In case Damages worked out for two consecutive quarters is beyond 10% then Damages for the second quarter will be capped at 15%. In case it continues to be beyond 10% even in the third quarters in succession Damages will be capped at 20%. However, if there is complete breakdown of Services with respect to any item 1 to 4, no payment would be made with respect to that item.

**Item no. 5: Payment for Man-power for additional functionality development or new software development****Conditions Precedent:** Successful Acceptance of Transition

Payments will be made at the end of the quarter after satisfactory delivery of the services, on the basis of the manpower deployed subject to SLA.

**Damages for Manpower**

Eligible for Holiday as per ESIC Headquarters Calendar & One leave per Calendar Month.

For any absence beyond this Damages will be levied as under:

Twice the Remuneration payable to the Employees who remain absent more than above limit

for each day of absence or for failure to deploy manpower.

**Item no. 6: Cost for providing facilitation & support services to ESIC for taking AMC, ATS, Support of existing hardware/software & purchasing new IT hardware equipment's, purchasing licenses as and when required.**

The Cost for providing facilitation & support services to ESIC will be paid on actual after verification of the completion of the activity. The percentage quoted in price bid S.No- 6 will be applied to the value of AMC/ATS etc. procured by the ESIC and will be paid accordingly

**Payment for Technology Improvements as per para 2.4 of Volume I, ( Item No 7 to 11 below)**

For the items mentioned under para 2.4 specific work order will be issued as and when need arises and at the rates quoted by the bidder & accepted by ESIC. It shall be discretion of ESIC to issue work order or not for any of these items but bidder is required to submit quote for each of them as per bidding formats. Payment for these Items shall become due only on completion of the activity and acceptance of the same by ESIC.

**Item No. 7: Cost for making all ESIC application compliant with all leading browser (Internet Explorer, Mozilla Firefox and Google Chrome, Opera, Safari) and will support all new releases/versions of the browsers made available during the tenure of the contract.**

**Item No. 8: Cost for Decoupling and componentization of key Application Modules (HIS, Insurance, ERP) to help in better and effective Change Request, Implementation & Code Management by replacing feathers like SOAP interfaces with JSON, Devart connector of HIS with MySQL Connector and other similar feature limiting the effective use of the system.**

**Item No. 9: Cost for DB virtualization.**

**Item No 10: Cost for Migration to public/ private Virtual Environment with minimum necessary changes in the code.**

**Item No. 11 : Cost of Upgrading the existing middleware, wherever required with appropriate product to provide better support and performance like replacement of old un-supported Glassfish and similar such upgradations in the applications.**

## 56 Checklist and Formats for Proposal

### Checklist

#### Minimum checklist to meet Pre-Qualification Criteria – Section 54.6

1. EMD as per terms of RFP
2. Valid copy of the Certificate of Incorporation/ Registration
3. Copy of Valid PAN / PAN allotment letter
4. Copy of Valid GST Number
5. List of Projects for **Pre-Qualification and Technical Qualification Stage** (as per table at Section 56.2.8)
6. Project-wise Supporting details for projects submitted in table at Section 56.2.8, that each of the project satisfies Pre-Qualification Criteria as in Section 54.6.
7. Audited balance sheets and Financial statement for the period 2015-16, 2016-17 and 2017-18.
8. Qualification & Experience details of the Project Director.
9. Copy of the Valid Certificates - ISO 9001:2015, CMMi Level 3 or above and others certificate
10. Declaration regarding blacklisting and Corrupt & Fraudulent Practices
11. All of the above information is to be duly filled in Pre-Qualification formats ( Section 56.1).
12. Document as per this checklist alongwith the compliance sheet to be submitted at PQ stage.

**13. The checklist is indicative and not exhaustive. Please ensure that required documents as per PQ are submitted.**

### Minimum checklist for Technical Evaluation - Section 54.8.3

1. Technical Cover letter
2. List of Projects for **Pre-Qualification and Technical Qualification Stage** (as per table at Section 56.2.8)
3. Project-wise Supporting details for projects submitted in table at Section 56.2.8, that each of the project satisfies Pre-Qualification Criteria as in Section 54.6. including. Client reference summary for each project and client reference details for each projects.
4. Copy of the Valid Certificates - ISO27001, ISO20000 , CMMi Level 3 or above
5. Detailed write-up on Approach & Methodology
6. Detailed write-up on project Office, Governance Structure and biodata /profiles of proposed team.
7. All of the above information is to be duly filled in Technical Proposal formats ( Section 56.2).
8. **Document as per this checklist alongwith the compliance sheet to be submitted at TQ stage.**
9. **The checklist is indicative and not exhaustive. Please ensure that required documents as per TQ are submitted.**

## 56.1 Pre-Qualification formats

### 56.1.1 Pre-Qualification compliance sheet

Bidder are requested to fill the below compliance table keeping in mind pre- qualification criteria as mentioned in this document.

| S. no. | Pre-Qualification | Compliance (Y/N) | Supporting documents (With Page No.) |
|--------|-------------------|------------------|--------------------------------------|
| 1      |                   |                  |                                      |
| 2      |                   |                  |                                      |
| 3      |                   |                  |                                      |
| 4      |                   |                  |                                      |
| 5      |                   |                  |                                      |

### 56.1.2 General Information

| General Information |                              |                         |
|---------------------|------------------------------|-------------------------|
| S.                  | Particulars                  | Details to be Furnished |
| I                   | Details of the Bidder        |                         |
|                     | Name                         |                         |
|                     | Address                      |                         |
|                     | Telephone                    | Fax                     |
|                     | E-mail                       | Website                 |
|                     | Details of Authorized person |                         |
|                     | Name                         |                         |
|                     | Address                      |                         |

|  |   |                                    |
|--|---|------------------------------------|
|  | <b>Telephone</b>  | <b>Email</b>                       |
|  | Number and List of locations and addresses of Bidder in India | Please add the list as an annexure |

**56.1.3** Information about Bidder

| Information about the Bidder(s) |  |                                     |            |                                     |            |  |  |
|---------------------------------|--|-------------------------------------|------------|-------------------------------------|------------|--|--|
| Name* of Bidder)                | Status of the company (Public Ltd. / Private Ltd.) | Details of Incorporation of Company |            | Details of Commencement of Business |            |  |  |
|                                 |  | Date                                | ROC Ref. # | Date                                | ROC Ref. # |  |  |
|                                 |  |                                     |            |                                     |            |  |  |
|                                 |  |                                     |            |                                     |            |  |  |
|                                 |  |                                     |            |                                     |            |  |  |

**56.1.4** Financial Details of Bidder

| S. No. | Name* of Bidder | Turnover in Rs Crore (IT related operations) of the Company |            |            |
|--------|-----------------|---|------------|------------|
|        |                 | FY 2015-16  | FY 2016-17 | FY 2017-18 |
| 1      |                 |   |            |            |

| Financial Details of Bidder |                 |   |            |            |
|-----------------------------|-----------------|---|------------|------------|
| S. No.                      | Name* of Bidder | Net Profit (IT related operations) of the Company |            |            |
|                             |                 | FY 2015-16  | FY 2016-17 | FY 2017-18 |
| 1                           |                 |   |            |            |

**56.1.5** Details of Project Director

| CV |                   |
|----|-------------------|
| 1  | Proposed Position |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
| 2  | Name of the firm                         |  |  |  |  |
| 3  | Name of staff                            |  |  |  |  |
| 4  | Date of Birth                            |  |  |  |  |
| 5  | Nationality                              |  |  |  |  |
| 6  | Key Qualifications                       |  |  |  |  |
| 7  | Membership of Professional Associations  |  |  |  |  |
| 8  | Other Training                           |  |  |  |  |
| 9  | Countries of work experience             |  |  |  |  |
| 10 | Languages                                |  |  |  |  |
|    |  |  |  |  |  |
|    |  |  |  |  |  |
| 11 | Employment record                        |  |  |  |  |
|    |  |  |  |  |  |
|    |  |  |  |  |  |
| 12 | Detailed Task Assigned                   |  |  |  |  |
| 13 | Similar Experience of working on project |  |  |  |  |
| 14 | Any certifications                       |  |  |  |  |

#### **56.1.6** Certification (Latest Standard) for ISO 9001, ISO 20000, ISO 27001 and CMMI

| <b>Certificate</b>           | <b>Issuing Authority</b> | <b>Certification Number</b> | <b>Date and Valid upto</b> |
|------------------------------|--------------------------|-----------------------------|----------------------------|
| <b>ISO 9001</b>              |                          |                             |                            |
| <b>ISO 20000</b>             |                          |                             |                            |
| <b>ISO 27001</b>             |                          |                             |                            |
| <b>CMMI Level 3 or above</b> |                          |                             |                            |

#### **56.1.7** Declaration regarding blacklisting and Corrupt & Fraudulent Practices

### **56.2 Technical Proposal Formats**

The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP Volume I. The technical proposal must not contain any pricing information. The technical proposal shall contain the following formats:

#### **56.2.1** Technical Cover letter

To:

Dy. Medical Commissioner (ICT)  
Employees' State Insurance Corporation Panchdeep Bhawan,  
C.I.G Marg, New Delhi - 110002



Dear Sir,

We, the undersigned, offer to provide the services for Project Panchdeep Operations and Maintenance in accordance with your Request for Proposal <dated> 2018 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

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

#### CERTIFICATE

“This is to certify that deviations / assumptions / conditions / suggestions / variations, if any, mentioned in the proposal other than those mentioned in the RFP are only to explain our bid. All the terms and conditions of RFP including Prime Service Agreement and Service Level Agreement are acceptable to us.”

We understand you are not bound to accept any Proposal you receive. We remain, yours sincerely,

<Authorized Signature>:

<Name and Title of Signatory>:

<Name of Firm>:

<Address>:

#### **56.2.2 Client Reference Summary**

| Format for Client References |                               |           |           |           |
|------------------------------|-------------------------------|-----------|-----------|-----------|
| S. No                        | Detail                        | Project 1 | Project 2 | Project 3 |
| 1                            | Name of Customer Organization |           |           |           |
| 2                            | Country                       |           |           |           |
| 3                            | Government / Non-Government   |           |           |           |
| 4                            | Client Contact Particulars    |           |           |           |
| 4.1                          | Name                          |           |           |           |
| 4.2                          | Designation                   |           |           |           |
| 4.3                          | Email                         |           |           |           |
| 4.4                          | Phone                         |           |           |           |
| 4.5                          | Fax                           |           |           |           |
| 4.6                          | Mailing address               |           |           |           |

#### **56.2.3 Client Reference Details for each Project**

|  |
|--|
| Format for citing relevant past projects – Details |
|--|

| S. No                                 | Item  | Details/ Guidelines  | Attachment Ref. No.(if any) |
|---------------------------------------|---|--|-----------------------------|
| <b>General Information</b>            |   |  |                             |
| 1                                     | Customer Name/Government Department   |  |                             |
| 2                                     | Name of the Contact Person and Contact details for the project  |  |                             |
| Brief description of scope of project |   |  |                             |
| Size of the project                   |   |  |                             |
| 3                                     | Contract Value of the project (in crores)   |  |                             |
| 4                                     | Total user base   |  |                             |
| 5                                     | Number of Geographical Sites  |  |                             |
| 6                                     | Please provide copies of Work Order or Certificate of Completion for completed projects from Authorized officials in the Government Departments/ Client |  |                             |
| <b>Project Details</b>                |   |  |                             |
| 7                                     | Name of the project   |  |                             |
| 8                                     | Start Date/End Date   |  |                             |
| 9                                     | Current Status (work in progress, completed)  |  |                             |
| 10                                    | Data Center and BCP sites maintenance   |  |                             |
| 11                                    | Project should be based on .Net and/or JAVA technologies  | Provide scope of the project, highlight Key Result Areas expected and achieved.  |                             |
| 12                                    | Scope of Service Delivery system  | Provide details on different kinds of services delivered using the system and extent of coverage in terms of target population |                             |
| 13                                    | Start date of steady state operations & contract tenure   | If there have been sub milestones as part of the contract (Such as Pilot, Rollout etc.) highlight the same                     |                             |

|    |   |   |  |
|----|---|---|--|
| 14 | Number of users   | This should correlate to actual users of the solution. Not portal visitors. Give a brief description of the kind of services and transactions |  |
| 15 | Tools deployed. modeling, design, development, testing, project management, EMS | Give names of the tools employed and provide highlights regarding the efficacy of the tools   |  |

#### 56.2.4 CVs of Professional and support staff for Service Provider

| CV |  |  |  |  |
|----|--|--|--|--|
| 1  | Proposed Position  |  |  |  |
| 2  | Name of the firm   |  |  |  |
| 3  | Name of staff  |  |  |  |
| 4  | Date of Birth  |  |  |  |
| 5  | Nationality  |  |  |  |
| 6  | Key Qualifications   |  |  |  |
| 7  | Membership of Professional Associations  |  |  |  |
| 8  | Other Training   |  |  |  |
| 9  | Countries of work experience   |  |  |  |
| 10 | Languages  |  |  |  |
|    |  |  |  |  |
|    |  |  |  |  |
| 11 | Employment record  |  |  |  |
|    |  |  |  |  |
|    |  |  |  |  |
| 12 | Detailed Task Assigned   |  |  |  |
| 13 | Similar Experience of working on project   |  |  |  |
| 14 | Amount of time dedicated on Project Panchdeep Operations and Maintenance (in months) |  |  |  |
| 15 | Any certifications   |  |  |  |

#### 56.2.5 Project Office, Governance Structure and Team

Provide details of the Project Office Team and details on Service Provider's Governance Structure including the representatives of the Service Provider in each of the Committees

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at ESIC and escalation mechanism.

Provide profiles for proposed key personnel meeting the requirements as prescribed in Annexure - 8

In case the proposed profiles do not comprehensively meet the indicative requirements with respect to qualifications and/or the experience, the response shall provide the additional details (limit to one paragraph) to indicate the fitment of the profile to the proposed role.

**56.2.6 Assumptions:** List out all the assumptions made by the bidder in the preparation of the bid response. However, the assumptions shall not have any commercial impact, shall not be binding on ESIC and such assumptions cannot be basis for any Change

Requests during the project duration.

**56.2.7 Datasheets:** Datasheets of the proposed solution (software and hardware) **components**, where required

**56.2.8 List of Projects for Pre-Qualification and Technical Qualification stage**

1st 3 projects are to be considered for Pre-Qualification and the complete list to be considered for Technical Qualification

| S. No | Name of the Project | Name of Customer/ Organization | Contract Value of the project (in crores) | Bidder's role | Current Status (work in progress, completed) | Duration of O&M (in years) | O&M of DC and/or DR Whether in scope (Y/N) | Number of User-base of Application | Technology used (Java/ .Net/ both) |
|-------|---------------------|--------------------------------|---|---------------|--|----------------------------|--|------------------------------------|------------------------------------|
| 1     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 2     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 3     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 4     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 5     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 6     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 7     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 8     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 9     |                     |                                |   |               |  |                            |  |                                    |                                    |
| 10    |                     |                                |   |               |  |                            |  |                                    |                                    |

**\* Please provide supporting documents with respect to all the projects mentioned above as per the column heads.**

**56.2.9 Optional Supplementary Information:**

Additional information directly relevant to the scope of services provided in the Volume I of the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, it is clearly understood that the additional services or supplementary information will not be considered for evaluation purposes.

**56.2.10 Compliance Sheet for TQ:**

Bidder are requested to fill the below compliance table keeping in mind Technical qualification & criteria as mentioned in this document.

| S. no. | Technical Qualification | Compliance (Y/N) | Supporting documents (with Page no.) |
|--------|-------------------------|------------------|--------------------------------------|
| 1      |                         |                  |                                      |
| 2      |                         |                  |                                      |
| 3      |                         |                  |                                      |

## 56.3 Financial Proposal Formats

### 56.3.1 Financial Proposal – Cover Letter

To  
 Dy. Medical Commissioner (ICT)  
 Employees' State Insurance Corporation Panchdeep Bhawan  
 C.I.G Marg  
 New Delhi – 110002

Sir/ Madam (s),

Ref: Request for Proposal (RFP No.)– 'Project Panchdeep Operations and Maintenance'

We, the undersigned, offer to provide services for the above mentioned project, in accordance with your Request for Proposal <<write RFP number>> dated <<write RFP date>>, and our Bid Proposal (Technical and Financial Proposals).

Our attached financial proposal is for a Total fee of Rs [Insert Bid amount in words and figures and words] for a period of 03 Years. The Total fee is exclusive of all taxes (as defined in Prime Service Agreement), duties, charges and levies, as applicable and payable under the local laws and subject to all statutory deductions applicable, if any.

Our financial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Insert date].

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

We remain, yours sincerely,

Signature: (Authorized Representative)

Full Name:

Title:

Address:

**56.3.2 Pricing Summary Sheet (to be derived from Clause 56.3.3)****Table A**

| <b>S. No.</b> | <b>Description</b>   | <b>Amount in Figures (INR) for 2 Years (exclusive of taxes and all other duties)</b> | <b>Amount in Figures (INR) for 3rd Year in case of extension (exclusive of taxes and all other duties)</b> | <b>Total Amount for 3 years (exclusive of taxes and all other duties)</b> | <b>Total Amount in Words (INR)</b> |
|---------------|--|--|--|---|------------------------------------|
| <b>1</b>      | Cost of Operation & maintenance of DC inclusive of BMS, manpower and AMC of non IT equipment   |  |  |   |                                    |
| <b>2</b>      | Cost of Operation & maintenance of DR inclusive of BMS, manpower and AMC of non IT equipment   |  |  |   |                                    |
| <b>3</b>      | Cost of Operation & maintenance of existing software applications (including training)   |  |  |   |                                    |
| <b>4</b>      | Cost of service desk / help desk   |  |  |   |                                    |
| <b>5</b>      | Cost of Resources for Technology Improvement and Application Change Requests as per Section 56.3.3   |  |  |   |                                    |
| <b>6</b>      | <p>Cost for providing assessment, facilitation &amp; support services to ESIC for taking AMC, ATS, Support of existing hardware/software &amp; purchasing new IT hardware equipments as and when required. To be indicated as percentage (...%)</p> <p>For the purpose of bid evaluation apply this percentage on the sum total of approx. Rs 15 Crores (estimated yearly AMC cost) And mention the amount in next Column.</p> <p>Note: this shall be only for the purpose of bid evaluation. Actual payment shall be made on the basis of percentage quoted and assessment, facilitation &amp; support services provided to ESIC.</p> |  |  |   |                                    |
|               | <b>Total (Table A)</b>   |  |  |   |                                    |

**Table B**

| <b>S. No.</b> | <b>Description</b>   | <b>Amount in Figures (INR) (exclusive of taxes and all other duties)</b> | <b>Total Amount in Words (INR)</b> |
|---------------|--|--|------------------------------------|
| <b>1</b>      | Cost of services to be provided during the Transition Period |  |                                    |
|               | <b>Total (Table B)</b>                                       |  |                                    |

**Table C**

| <b>S. No.</b> | <b>Description</b>                                      | <b>Amount in Figures (INR) (exclusive of taxes and all other duties)</b> | <b>Total Amount in Words (INR)</b> |
|---------------|---|--|------------------------------------|
| <b>1</b>      | Total Table A (exclusive of taxes and all other duties) |  |                                    |
| <b>2</b>      | Total Table B (exclusive of taxes and all other duties) |  |                                    |
|               | <b>Total Table C (1 + 2)</b>                            |  |                                    |

**Notes:**

1. The bidder must provide the Financial Proposal in e-tendering mode.
2. The price would be exclusive of all taxes, duties, charges, cess and levies as applicable from time to time. Bidder must provide list of applicable taxes (to be mentioned in %).
3. The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery, installation charges and any other charges as applicable.
4. Prices shall be quoted entirely in Indian Rupees.
5. The above table is comprehensive cost for bid evaluation purpose. Actual payment terms and conditions are as referred in Clause 55 Payment Schedules.
6. All the prices quoted, including the man-power costs, in the Financial Proposal shall be valid for the entire period of the contract.
7. Correction of Errors:
8. The Bidder is expected to price all the items and services required for successful implementation of the project and subsequent operations & maintenance in line with SLA.
9. All costs incurred due to delay of any sort, shall be borne by the Bidder.



10. The bidder is expected to provide all the assumptions related to the proposal in the technical proposal itself and not in the Financial Proposal. A financial bid with any assumptions or conditions will be disqualified.
11. No adjustment of the price quoted in the Financial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract.
12. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
13. The sum total of price quoted in the Table D will be used for bid evaluation purposes.

### 56.3.3 Cost of Resources for Technology Improvements and Application Change Requests

| Sr. no. | Manpower requirement AS per Annexure 07                  | Qty. | Man-month Rate (Rs.)      | Man-month Rate (Rs.) | Total Cost for each of the year |              | Total Cost without tax (Rs.) |
|---------|--|------|---------------------------|----------------------|---------------------------------|--------------|------------------------------|
|         |  |      | 1 <sup>st</sup> Two years | 3rd Year             | 1 <sup>st</sup> Two years       | 3rd Year     |                              |
|         |  | A    | B                         | C                    | $D = A*B*24$                    | $E = A*C*12$ | $L = (D+E)$                  |
| 1       | Solution Architect -.Net Tech.                           | 1    |                           |                      |                                 |              |                              |
| 2       | Solution Architect-Java Tech.                            | 1    |                           |                      |                                 |              |                              |
| 3       | Technical Lead-.Net based Web and Mobile Application     | 1    |                           |                      |                                 |              |                              |
| 4       | Technical Lead-Java based Web and Mobile Application     | 1    |                           |                      |                                 |              |                              |
| 5       | Testing Lead-Java/.Net                                   | 1    |                           |                      |                                 |              |                              |
| 6       | Business Analyst   | 1    |                           |                      |                                 |              |                              |
| 7       | Sr. Mobile App. Programmer-Android                       | 1    |                           |                      |                                 |              |                              |
| 8       | Sr. App Programmer-BI                                    | 1    |                           |                      |                                 |              |                              |
| 9       | Sr. App Programmer-.NET based Web and Mobile Application | 1    |                           |                      |                                 |              |                              |
| 10      | Sr. App Programmer-Java based Web and Mobile Application | 1    |                           |                      |                                 |              |                              |
| 11      | App Programmer-.NET based Web and Mobile Application     | 1    |                           |                      |                                 |              |                              |
| 12      | App Programmer- Java based Web and Mobile Application    | 1    |                           |                      |                                 |              |                              |
| 13      | Testing Engineer - .Net/Java                             | 1    |                           |                      |                                 |              |                              |
| Total   |  |      |                           |                      |                                 |              |                              |