

# **REQUEST FOR PROPOSAL**

**for**

## **Development of Web Portal**

**For**

**Chief Electoral Officer**

**West Bengal**

**(No. 2221-Home(Elec), Dated 02.07.2013)**

**July, 2013**

**Issued By**

**Chief Electoral Officer**

**21, Netaji Subhas Road**

**Kolkata-700001, West Bengal**

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## 1. Fact Sheet

### 1.1 Fact Sheet

Srl No	Topic
1	Project Name and Initiator : <b>Development of web portal Chief Electoral Officer, West Bengal</b>
2	The method of selection is: <b>QCBS</b> Mode of Tendering : <b>Manual Process</b>
3	RFP document can be downloaded from the website <a href="http://ceowestbengal.nic.in">ceowestbengal.nic.in</a> as per dates mentioned in Notice Inviting Tender document Interested Bidders can purchase the RFP document by furnishing a Non Refundable Bank Demand Draft of <b>Rs.5000.00</b> (Rupees Five thousand only) drawn in favour of Chief Electoral Officer, West Bengal payable at Kolkata from any of the nationalized/ Commercial Bank In case the RFP document is downloaded, the amount of Rs. 5000.00 in the form of Demand Draft shall have to be submitted along with the response to the bid.
4	Earnest Money Deposit by Bank Demand Draft of <b>Rs.50,000</b> (Rs Fifty Thousand only) in favour of Chief Electoral Officer, West Bengal payable at Kolkata from any of the nationalized / Commercial Bank.
5	Taxes: The Bid price shall be inclusive of all Input Taxes as applicable to meet the deliverables as part of this project.
6	Proposals must remain valid for 180 days after the submission date. Bidders may have to revalidate bank draft for a further period of 90 days on expiry.
7	Technical Bid shall have to be submitted in <b>HARDCOPY</b> duly signed in all pages and <b>SOFTCOPY</b> and Commercial Bid to be submitted <b>ONLY IN HARDCOPY</b> concurrently duly signed in hard copy at the address given below :  Addressed to :Chief Electoral Officer, West Bengal Address : Office of the Chief Electoral Officer, Govt. of West Bengal 21 Netaji Subhas Road, ( Balmer lawrie Building) Kolkata-700001
8	All relevant dates related to Tendering process have been scheduled out in Notice Inviting Tender document.

## 1.2 Date & Time Schedule

Sl. No.	Particulars	Particulars
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	<b>2.7.2013</b>
2	Documents download/sale start date (Online)	<b>2.7.2013</b>
3	Documents download/sale end date (Online)	<b>23.7.2013</b>
5	Queries on RFP document	<b>11.7.2013</b>
6	Pre Bid meeting	<b>12.7.2013 at 2.00PM</b>
7	Issue of Corrigendum (Online)	<b>16.7.2013</b>
8	Bid submission end date ( In Hard Copy)	<b>29.7.2013 UPTO 2 PM</b>
10	Bid opening date for Technical Proposals in presence of bidder representative	<b>29.7.2013 UPTO 3 PM</b>
11	Presentation by bidders meeting bid pre-qualification criteria	<b>30.7.2013 to 2.8.2013</b>
12	Date of uploading list for Technically Qualified Bidder	<b>7.8.2013</b>
13	Date for opening of Financial Proposal in presence of technically qualified bidders	<b>8.8.2013 at 2.00PM</b>

## 2. Request for Proposal

Bids are invited from eligible, reputed, bonafide Companies with sound technical and financial capabilities for design, development, implementation and maintenance of an end to end Web Portal Development as detailed out in the Scope of Work of RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in the RFP Document.

## 3. Structure of the RFP

This Request for Proposal (RFP) document for the project of E-Governance Implementation Chief Electoral Officer, West Bengal comprise of the following.

- i. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
  - General instructions for bidding process as detailed out in Section 5 below
  - Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and Commercial evaluation to facilitate Chief Electoral Officer, West Bengal in determining bidder's suitability as the implementation partner as mentioned as detailed out in Section 6 below
  - Payment schedule as detailed out in Section 15 below
  - Commercial bid and evaluation process- Section 6
- ii. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
  - About the project and its objectives ( Section 4 )

- Scope of work for the Implementation Partner ( Section 8)
- Functional and Technical requirements ( Section 8 )
- Project Schedule ( Section 11 )
- Service levels for the implementation partner ( Section 12 )

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidders suitability to become the implementation partner of Chief Electoral Officer, West Bengal.

iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non Disclosure Agreement (NDA).**(To be signed separately later on between selected BIDDER and Chief Electoral Officer, West Bengal)**

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in 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 the proposal.

## 4. Background Information

### 4.1 Basic Information

- a. Chief Electoral Officer, West Bengal invites responses ("Tenders") to this Request for Proposals ("RFP") from Agencies ("Bidder") for the development of web portal as described in Section 8 of this RFP, "Scope of Work" ("the System Implementations").
- b. Any contract that may result from this Government procurement competition will be issued for a term as defined in timelines of the project and Post Implementation 3 years for Comprehensive support and systems maintenance ("the Term").
- c. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

### 4.2 Project Background

In the current system all report returns are done through email. In order to get rid of the hazards of accessing emails a common interface for all type of reports are required. So the concept of creating a web portal has been taken into consideration. Through this web portal districts may upload and download various report formats as sought by Chief Electoral Officer. In addition the portal will serve as source of various information which will be uploaded time to time under different heads and subheads.

#### 4.2.1 Project Initiator details

Office of the Chief Electoral Officer,  
West Bengal  
21 Netaji Subhas Road,  
( Balmer lawrie Building)  
Kolkata-700001

#### 4.2.2 Location of project implementation

The project shall be rolled out across the State of West Bengal in the following locations:

- a. Office of the Chief Electoral Officer, West Bengal at HQs in Kolkata . Application may be hosted at SDC or NIC
- b. Office of the District Magistrate located at district HQ in all the electoral /administrative districts.

#### 4.3 Key Information

##### 4.3.1 Prime Objective of the project:

It is intended to develop a web application for use of all stakeholders in the Election process. The portal would be an interactive system capable of dynamic form generation and processing.

##### 4.3.2 Goal of the Project:

For easy and effective monitoring of all IT based election related activities e.g. report return, circulation of different orders, instructions issued from this end to the field level, sharing information, notifications etc to different level of officials.

##### 4.3.3 Stakeholder Details

###### Major Entities and expected roles in the project

Position	Roles and Responsibilities
PEMT(Project Management Unit)	Roles: <ul style="list-style-type: none"><li>• Overall Program management and monitoring throughout Project implementation lifecycle</li><li>• Change management and Sensitization in the office of the Chief Electoral Officer, West Bengal</li><li>• Steer awareness campaign such as camps and workshops through Office initiatives</li><li>• Post-implementation monitoring and evaluation</li><li>• SLA Monitoring, Evaluation and Impact Assessment</li><li>• Application utilization reports</li></ul>
SDC/ NIC	The project involves various activities to be performed by SDC/NIC : <ul style="list-style-type: none"><li>• System applications and enterprise management solution to be provided by SDC/NIC team</li><li>• Bandwidth connection for SDC/NIC</li><li>• Maintenance support by Data Centre Operator at SDC/NIC</li></ul>
Selected Bidder	To be selected through bidding process  Roles and Responsibilities of the Selected bidder shall include activities starting from :

	<p><b>Pre – Implementation Phase</b></p> <ul style="list-style-type: none"> <li>● RFP Bidding process till Sign-Off of Contract with Chief Electoral Officer, West Bengal as mentioned in scope of work below <ul style="list-style-type: none"> <li>○ AS-IS Process Study</li> <li>○ To-BE Process finalization</li> <li>○ SRS finalization (Scope of Work Study and Finalization, Solution Architecture finalization)</li> <li>○ Implementation Plan finalization in line with Timelines mentioned in this RFP</li> <li>○ Capacity Building Plan Finalization</li> </ul> </li> </ul> <p><b>Implementation Phase</b></p> <ul style="list-style-type: none"> <li>● Web Application development, integration and testing</li> <li>● Server hosting at State Data Centre/ NIC</li> <li>● UAT</li> <li>● STQC Audit to be coordinated and funded by SELECTED BIDDER out of total Contract value</li> <li>● Capacity building through User Trainings</li> <li>● Roll out</li> <li>● Technical/Operational issues and resolution reports</li> </ul> <p><b>Post Implementation Phase</b></p> <ul style="list-style-type: none"> <li>● Post-implementation maintenance and support for 3 years (including IT support helpdesk)</li> <li>● Continuous Capacity Building for Two Years for officials of Chief Electoral Officer, WB</li> <li>● Exit Plan and Proper handover post completion of 5 years to Chief Electoral Officer, WB with certificate of satisfaction</li> </ul>
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#### 4.3.4 Timeline for the assignment

Number of months allotted for development & implementation of the project

Phase I = 2 MONTHS

Phase II= 2 MONTHS

#### 4.4 Organization structure of the office of the Chief Electoral Officer, West Bengal

Chief Electoral Officer, West Bengal

Joint Chief Electoral Officer, West Bengal

OSD(IT) and Joint Secretary, West Bengal

Deputy Chief Electoral Officer, West Bengal

Assistant Chief Electoral Officer – I, West Bengal

Assistant Chief Electoral Officer – II, West Bengal

Officer-on-special Duty & Drawing & Disbursing Officer, West Bengal

System Manager, West Bengal

Programmers, West Bengal



## 5. Instructions to the Bidders

### 5.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by Chief Electoral Office, West Bengal on the basis of this RFP
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Chief Electoral Officer, West Bengal. Any notification of preferred bidder status by the Chief Electoral Officer, West Bengal shall not give rise to any enforceable rights by the Bidder. The Chief Electoral Officer, West Bengal may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Chief Electoral Officer, West Bengal
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### 5.2 Compliant Proposals / Completeness of Response

- a. A Bidder is advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i) Include all documentation specified in this RFP;
  - ii) Follow the format of this RFP and respond to each element in order as set out in this RFP
  - iii) Comply with all requirements as set out within this RFP.

### 5.3 Key Requirements of the Bid

#### 5.3.1 Right to make changes in the tendering process

Chief Electoral Officer shall have the right to make changes in the tendering process at any point of time.

#### 5.3.2 Right to Terminate the Process

- a. Chief Electoral Officer, West Bengal may terminate the RFP process at any time and without assigning any reason. Chief Electoral Officer, West Bengal makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Chief Electoral Officer, West Bengal. The bidder's participation in this process may result Chief Electoral Officer, West Bengal selecting the bidder to engage towards execution of the contract.

#### 5.3.3 RFP Document Fees

**RFP Document Fees:** Interested Bidders who wish to participate in the tender can purchase the RFP document by furnishing a Non Refundable Bank Demand Draft of Rs.5000.00 (Rupees

five thousand only) drawn in favour of Chief Electoral officer, West Bengal , payable at Kolkata from any of the nationalized/ Commercial Bank.

#### 5.3.4 Earnest Money Deposit (EMD)

- i. Interested Bidders shall have to provide a Bank Demand Draft of Rs.50000 (Rs Fifty Thousand only) in favour of Chief Electoral officer, West Bengal payable at Kolkata from any of the nationalized / Commercial Bank.
- ii. The original Demand Draft against Earnest Money Deposit (EMD) should be submitted physically to the office of the Chief Electoral officer, West Bengal, 21 N.S.Road, Balmer Lawrie Building, Kolkata-700001 along with bid document .
- iii. Both Demand Drafts for Cost of Tender and EMD shall be placed in single sealed envelope superscripted as “Earnest Money and Cost of Tender Document” with NIT Number and date.
- iv. The EMD shall be valid from date of opening of the RFP till the date when selected bidder furnishes Performance Bank Guarantee as per the terms and conditions of the RFP
- v. EMD of all unsuccessful bidders would be refunded by Chief Electoral Office, West Bengal within **2 months** of the bidder being notified as being unsuccessful.
- vi. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- vii. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- viii. The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to furnish the Performance Bank Guarantee resulting in non signing the contract agreement with the selected bidder.
  - If the bidder is found to be involved in fraudulent practices.
- ix. EMD of successful bidder shall be returned without interest within 15 days of furnishing the Performance Bank Guarantee as per terms and conditions of the RFP

#### 5.3.5 Submission of Proposals

- a. Technical Bid shall have to be submitted in **HARDCOPY** duly signed in all pages and **SOFTCOPY** and Commercial Bid to be submitted **ONLY IN HARDCOPY** duly signed as per format provided in Annexure II.
- b. Both Technical Bid and Commercial Bid along with formats and documents required shall be submitted in **separate** sealed envelope only.
- c. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- d. All documents must have signature of the Authorized signatory of the bidder wherever required in the proposal, supporting documents

e. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

**5.3.6 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the authorized signatory of the Proposal.

**5.4 Preparation and Submission of Proposal**

**5.4.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Chief Electoral Officer, West Bengal to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Chief Electoral Officer, West Bengal will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**5.4.2 Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

**5.4.3 Venue & Deadline for Submission of Proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to at

<b>Addressed To</b>	Office of the Chief Electoral Officer, Govt. of West Bengal 21 Netaji Subhas Road, ( Balmer lawrie Building) Kolkata-700001
<b>Last Date &amp; Time of Submission</b>	29.7.2013 at 2 PM

**5.4.4 Late Bids**

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Chief Electoral Officer, West Bengal reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-a -vis urgent commitments.

## **5.5 Evaluation Process**

- a. Chief Electoral Officer, West Bengal will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by the Chief Electoral Officer, West Bengal shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings if required with the Bidders to seek clarifications on their proposals
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Bidders who become eligible for technical evaluation shall have to make a presentation of their solution on the date and time to be intimated by CEO's Office.
- h. Commercial bids shall be opened only for Bidders who qualify in the technical evaluation.

### **5.5.1 Queries from Bidders and Pre – Bid meeting**

- All Queries from bidders shall only be sent through email id provided below :  
[ceowbelection@gmail.com](mailto:ceowbelection@gmail.com).
- All queries must reach at 48 hrs before the Pre-bid Meeting.
- Last date to receive Queries from Bidders 11.7.2013
- Pre Bid Meeting shall be held office of Chief Electoral Officer, West Bengal on 12.7.2013 at 2 PM.

### **5.5.2 Issuance of Corrigendum**

At any time, up to 72hrs prior to the deadline for submission of proposals, Chief Electoral Officer, West Bengal reserves the right to add / modify / delete any portion of this document by issuance of a Corrigendum, which would be published on the website [ceowestbengal.nic.in](http://ceowestbengal.nic.in) and will also be made available to all the Bidders who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents (Technical as well as financial Bid). Chief Electoral Officer, West Bengal shall reserve the right to extend the tender submission date before 15 minutes of bid submission closing time.

### **5.5.3 Tender Opening**

The Proposals submitted upto 2 pm on 29.7.2013 will be opened at 3 pm on 29.7.2013 by Nodal officer or any other officer authorized by Chief Electoral Officer, West Bengal, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bona-fides for attending the opening of the proposal.

#### 5.5.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

#### 5.5.5 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization in proper letter head of the authorized signatory.
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the RFP
  - With lesser validity period
  - Without EMD and Tender Fees
  
- b. All responsive Bids will be considered for further processing as below.

Chief Electoral Officer, West Bengal will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

## 6. Criteria for Evaluation

### 6.1 Pre-Qualification (PQ) Criteria

- i. The bid document shall be opened for the purpose of pre-qualification criteria.
- ii. All those bidders who qualify in pre-qualification criteria shall be communicated by Chief Electoral Officer, West Bengal for technical bid evaluation.

S No	Basic Requirement	Specific Requirements	Documents Required
1	Annual Turnover	Annual Turnover in each of last Three financial years ending 31.03.2013 should be Min. Rs 5 Crore from similar work	Extracts from the audited Balance sheet and Profit & Loss AND Certificate from the statutory auditor

S No	Basic Requirement	Specific Requirements	Documents Required
2	Technical Capability- ICT project	<ul style="list-style-type: none"> <li>The Bidder should have successfully implemented(Go-Live) <b>at least 3 (Three) similar</b> Projects in India in last 3(Three) years as on 31.03.2013. <ul style="list-style-type: none"> <li>Involving dynamic web application development</li> <li>Applications duly audited by Security Agency empanelled with CERTIN</li> <li>Project size = Rs 20 lakhs each</li> </ul> </li> </ul>	Completion Certificates from the client
3	Legal Entity	<ul style="list-style-type: none"> <li>Should be Company registered under Companies Act, 1956</li> <li>Service Tax registration/ Professional Tax / Trade License any other licensing required to meet deliverables of the project</li> <li>Income tax Return for last 3 years ending 31.03.2013</li> <li>Bidder must have been into operations for the last three years as on 31.03.2013</li> </ul>	<ul style="list-style-type: none"> <li>Certificates of incorporation</li> <li>Other Registration Certificates/ License copies/ Income Tax return</li> </ul>
4	Blacklisting	The bidder has not been blacklisted by any Government Department, Ministry or Agency for breach of ethical conduct or fraudulent practices in any of the last 5 years.	A Self Certified letter
5	Local presence	Company should have regular office located in Kolkata and surroundings.	Address Proof of Local Office in Kolkata ( Trade License / Land Line Telephone Bill / Electricity Bill )
6	Certification	The bidder should have ISO-9001 Certification	Copy of valid certificate

## 6.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

## 6.3 Scoring Model

TECHNICAL EVALUATION CRITERIA				
S. No	Criteria	Basis for valuation	Max Marks	Supporting
	<b>COMPANY PROFILE</b>		<b>10</b>	
1.	Annual Turnover in each	More than Rs 15 Cr:	10	Extracts from the

S. No	Criteria	Basis for valuation	Max Marks	Supporting
	of last Three financial years ending 31.03.2013 should be Min. Rs 5 Cr from similar work	<b>10 marks</b> >=Rs. 10 Cr & <= Rs. 15 Cr: <b>8 marks</b>  >= Rs. 5 Cr & < Rs 10 Cr: <b>7 marks</b>		audited Balance sheet and Profit & Loss AND Certificate from the statutory auditor
<b>RELEVANT STRENGTHS</b>			<b>15</b>	
2.	No. of successfully implemented(Go-Live) similar Projects in India in last 3 years as on 31.03.2013	= 3 projects : <b>11 marks</b> = 4 projects: <b>12 marks</b> = 5 projects: <b>13 marks</b> ➤ 5 projects: <b>15 marks</b>	15	Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
<b>APPROACH &amp; METHODOLOGY</b>			<b>60</b>	
4.	Solution Proposed Demonstration of understanding of the requirements	<ul style="list-style-type: none"> <li>•Detailed Technical solution architecture and its components proposed : <b>10 Marks</b></li> <li>•Software solution proposed : <b>5 Marks</b></li> <li>•Training and Support solution proposed : <b>5 Marks</b></li> <li>•Project Management Approach Methodology proposed : <b>5 Marks</b></li> </ul>	25	Self certified document & presentation
5.	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on  – Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement /	35	Self certified document & presentation

S. No	Criteria	Basis for valuation	Max Marks	Supporting
		Scope of Work – <b>5 Marks</b>  Proof of Concept – <b>10 Marks</b>  Technical Presentation – <b>20 Marks</b>		
	<b>RESOURCE PROFILE</b>	<b>Qualitative assessment</b>	<b>10</b>	
6.	Resume of all key technical resources proposed for the assignment	<b>Key Resources Implementation: 3 Marks</b> <ul style="list-style-type: none"> <li>• PMP certified Project Manager General- 3 Marks</li> </ul> <b>General Resources: 5 Marks</b> <ul style="list-style-type: none"> <li>• 5 resources with B.Tech/MCA having 3 years+ experience = 5 Marks</li> </ul> <b>Post Implementation Support Staff for Maintenance Purpose: 2 Marks</b> <ul style="list-style-type: none"> <li>• Support Lead – 1 Marks</li> <li>• Other Support Staff – 1 Marks</li> </ul>	10	CV of the resource certified by Authorized Signatory
	<b>Certifications and Credentials</b>	<b>As mentioned below</b>	<b>5</b>	
7	Certifications and Credentials	Relevant certifications as on 31.03.2013: <ul style="list-style-type: none"> <li>• ISO 9001: <b>1 mark</b></li> <li>• ISO 27000: <b>1 mark</b></li> <li>• (SEI) CMMI certification Level III- <b>2 Marks</b></li> <li>• (SEI) CMMI certification Level V- <b>3 Marks</b></li> </ul>	5	Copy of certificates
<b>Total Marks</b>			<b>100</b>	



- i. Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least **70%** in the (given) defined scoring mechanism would be considered technically qualified.
- ii. The Technical bid evaluation shall be held in presence of Technical Evaluation Committee.
- iii. Bidder representatives are required to be present for technical bid evaluation and presentation purpose
- iv. Price Bids of such technically qualified bidders alone shall further be opened.

#### **6.4 Commercial Bid Evaluation**

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives. The time and date of opening of financial bid of the tender qualifying the technical bid shall be communicated to them at a later date.
- b. The Chief Electoral Officer, West Bengal shall determine whether the financial proposals are complete i.e. whether the bidder has included all components as per RFP. The Bidders should quote the rate in figures as well as in words. The amount for each item should be worked out and the requisite totals given.
- c. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
- d. Chief Electoral Officer, West Bengal does not bind it-self to accept the lowest or any Proposal and reserves to itself the right of rejecting any tender proposal without assigning any reasons whatsoever.
- e. All prices should be inclusive of all type of taxes, Cess, fees or any other levies payable to Central Government, State Government or any statutory authority and Chief Electoral Officer, West Bengal will not entertain any such taxes, Cess, VAT etc.
- f. The financial bid should be submitted in the format as per Annexure 1. The detail breakup of cost as given in the proforma should be filled carefully so that the sum total of individual component should tally to the sum total. The sum total should be written clearly both in figure and words. In case of any mismatch the figure mentioned in words should only be considered for bid evaluation and the cost of individual component will be calculated on pro rata basis.

Commercial evaluation shall be done through the following formula:

$$\mathbf{B_n = ( T/T High ) * 0.50 + ( C low/C ) * 0.50 \text{ where,}}$$

**C Low = Lowest price bid from among the bidders**

**C = Bidder's quoted price**

**T High = Highest Technical Score obtained from among the Bidders**

**T = Bidders Technical Score**

**Bn = Score of the Bidder**

- a. The bid price will include all taxes & levies and shall be in Indian Rupees and mentioned separately.
- b. Any conditional bid would be rejected

- c. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

#### **6.5 Combined and Final Evaluation**

- a. The combined result of the Technical and Financial proposal will determine the final overall ranking, the method for obtaining the overall ranking will be as follows.

**Final Score ( F ) = 100\* Bn**

- b. In the event the bid composite bid scores are tied, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

### **7. Appointment of Selected bidder**

#### **7.1 Award Criteria**

Chief Electoral Officer, West Bengal will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

#### **7.2 Right to Accept Any Proposal and To Reject Any or All Proposals**

Chief Electoral Officer, West Bengal reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Chief Electoral Officer, West Bengal action.

#### **7.3 Notification of Award**

Prior to the expiration of the validity period, Chief Electoral Officer, West Bengal will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, Chief Electoral Officer, West Bengal, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, Chief Electoral Officer, West Bengal will notify each unsuccessful bidder and return their EMD.

#### **7.4 Contract Finalization and Award**

Chief Electoral Officer, West Bengal shall reserve the right to negotiate with the bidder whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

On this basis the draft contract agreement would be finalized for award & signing.

#### **7.5 Performance Guarantee**

- i. The CHIEF ELECTORAL OFFICER, West Bengal will require the selected bidder to provide a Performance Bank Guarantee, within **15 days** from the Notification of award, for a value equivalent to **10% of the total cost of ownership**.

- ii. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Chief Electoral Officer, West Bengal at its discretion may cancel the order placed on the selected bidder without giving any notice. In such a case, EMD may also be forfeited by Chief Electoral Officer, West Bengal.
- iii. The Performance Guarantee shall remain valid till the end of the contract period ie completion of 3 years of warranty and support period from Date of Go-Live of Phase II along with claim period of three months from the last date of validity.
- iv. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty within timelines specified in the contract.
- v. Chief Electoral Officer, West Bengal carries the right to invoke Performance Bank Guarantee in case of
  - a. Termination of the contract of SELECTED BIDDER due to any reason whatsoever except in case of Force Majeure
  - b. Chief Electoral Officer, West Bengal incurs any loss due to Selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
  - c. Any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

#### **7.6 Signing of Contract**

After the Chief Electoral Officer, West Bengal notifies the successful bidder that its proposal has been accepted, Chief Electoral Officer, West Bengal shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Chief Electoral Officer, West Bengal and the successful bidder. The Draft Legal Agreement shall be drafted and signed later on between selected bidder and Chief Electoral Officer, West Bengal

#### **7.7 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Chief Electoral Officer, West Bengal may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the Chief Electoral Officer, West Bengal shall invoke EMD of the most responsive bidder.

### **8. Scope of Work**

The main objective of the project is to develop and implement customized web based application for the office of the Chief Electoral Officer, West Bengal and other stakeholders across the state, which shall derive its content layout navigational menus and links from a relational data base maintained through administrative interface.

The development should be done in standard Open Source Environment as per the latest technology

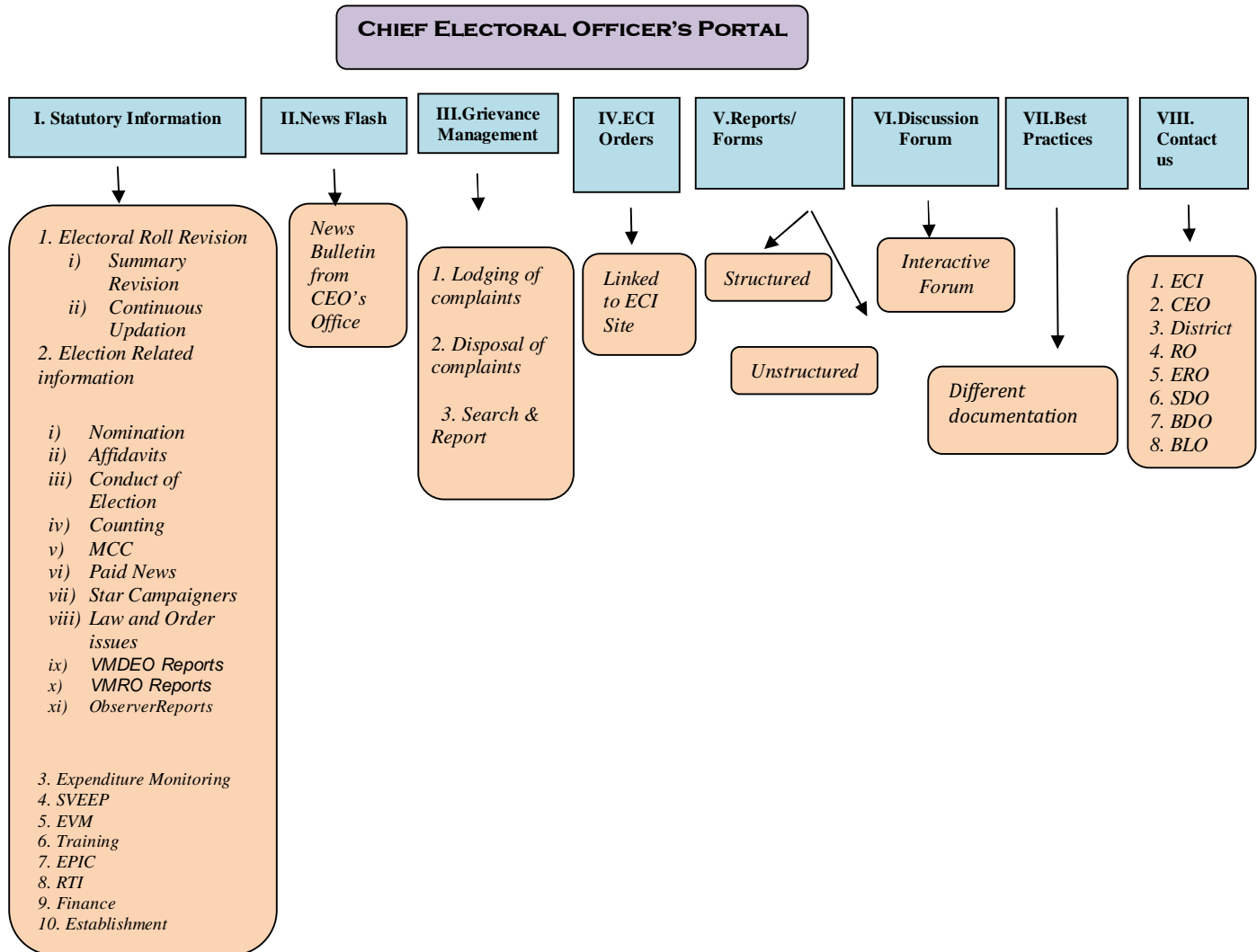
The scope of work is described below:

## 8.1 Functional specifications

The information available on portal may be broadly divided into two parts. One is static and other is dynamic .The statutory information is static in nature that will be uploaded time to time by the admin and the users.

The details of the different modules of the system are given below.

### PHASE-I



Sl No.	Activity	Description	Static/ Dynamic	Remarks
I	<b>1. Electoral Roll Revision</b>  i) Summary Revision	a) Uploading of different orders, circulars under two different categories i) From Election Commission of India(ECI) – In pdf / jpg format ii) From CEO Office – In pdf / jpg format	Static	
		b) Generation of report format for obtaining reports from districts / Electoral Registration Officers (ERO)	Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
	ii) Continuous updation	a) Uploading of different orders, circulars under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format  b) Generation of report format for obtaining reports from districts / EROs	Static  Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
	<b>2. Election related information</b>  i) Nomination	Regarding making nominations by the Candidates :		
		a) Uploading of different orders, circulars under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format  b) Generation of report format for obtaining reports from districts / EROs	Static  Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.

ii) Affidavits filed by the candidates	Attaching of District wise/Assembly Constituency (AC) wise or Parliamentary Constituency(PC) wise / Candidates wise affidavits filed by the candidates after making nomination during election period from the district/subdivision. The output is to be linked to CEO website for viewing the affidavits as per ECI rules.	Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
iii) Conduct of Election	<p>a) Uploading of different orders, forms, circulars, notifications under two different categories</p> <p>i) From ECI – In pdf / jpg format</p> <p>ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	<p>Static</p> <p>Dynamic</p>	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
iv) Counting process	<p>a) Uploading different information regarding setting up counting centers and other pre counting information under two different categories</p> <p>i) From ECI – In pdf / jpg format</p> <p>ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	<p>Static</p> <p>Dynamic</p>	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
v) Model Code of Conduct (MCC)	<p>a) Uploading of daily MCC reports, letters etc. during election period from the district/subdivision as well as by the Chief Electoral Officer.</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	<p>Static</p> <p>Dynamic</p>	While there shall be some pre specified reports, there

				should be provision to generate adhoc reports by the user.
vi) Paid News	<p>a) Uploading of information regarding paid news made by any political party during election period under two different categories</p> <p>i) From ECI – In pdf / jpg format</p> <p>ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	Static		
		Dynamic		While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
vii) Star Campaign	<p>a) Star Campaigners list is to be uploaded at the time of election from CEO Office.</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	Static		
		Dynamic		While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
viii) Law and Order issues	<p>a) Uploading of different orders, forms, circulars, notifications under two different categories</p> <p>i) From ECI – In pdf / jpg format</p> <p>ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	Static		
		Dynamic		While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
ix) Vulnerability Mapping District Election Officer (VMDEO) Reports	<p>a) Uploading of different orders, forms, circulars, notifications under two different categories</p> <p>i) From ECI – In pdf / jpg format</p> <p>ii) From CEO Office – In pdf / jpg</p>	Static		

		format  b) Generation of report format for obtaining reports from districts / EROs	Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
	x) Vulnerability Mapping Returning Officer (VMRO) Reports	a) Uploading of different orders, forms, circulars, notifications under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format  b) Generation of report format for obtaining reports from districts / EROs	Static  Dynamic	   While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
	xi) Observer statutory reports	a) Uploading of different orders, forms, circulars, notifications under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format  b) Generation of report format for obtaining reports from districts / EROs	Static  Dynamic	   While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
	<b>3. Expenditure Monitoring</b> (Statutory formats are available)	a) Uploading of different orders, forms, circulars, notifications under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format  b) All candidate wise expenditure monitoring statutory reports are to be uploaded by the districts during	Static  Dynamic	   While there shall be some pre specified reports, there



		election period.		should be provision to generate adhoc reports by the user.
<b>4. Systematic Voters Awareness/Education and Electoral Participation (SVEEP)</b>	a) Uploading of orders, instructions, guidelines etc. regarding SVEEP activities under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format b) Generation of report format for obtaining reports from districts / EROs c) Uploading of documents.	Static  Dynamic		While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
<b>5. Electronic Voting Machine(EVM)</b>	a) Uploading of orders, instructions, guidelines etc. regarding EVM matters under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format b) Generation of report format for obtaining reports from districts / EROs	Static  Dynamic		While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
<b>6. Different types of Training</b>	a) Uploading of different training orders, instructions, guidelines and also Training Modules under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format b) Generation of report format for obtaining reports from districts / EROs	Static  Dynamic		While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
<b>7. Electoral Photo Identity Cards(EPIC)</b>	a) Uploading of latest orders, forms, circulars, notifications regarding EPIC issues under two different categories	Static		

		<p>i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
<b>8. Right to Information Act (RTI)</b>		<p>a) Providing information regarding any RTI act under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	Static  Dynamic	  While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
<b>9. Finance</b>		<p>a) Different allotment of funds , financial orders etc. are to be uploaded under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for obtaining reports from districts / EROs</p>	Static  Dynamic	  While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
<b>10. Establishment</b>		<p>a) Information regarding establishment are to be uploaded under two different categories i) From ECI – In pdf / jpg format ii) From CEO Office – In pdf / jpg format</p> <p>b) Generation of report format for</p>	Static  Dynamic	  While there shall be



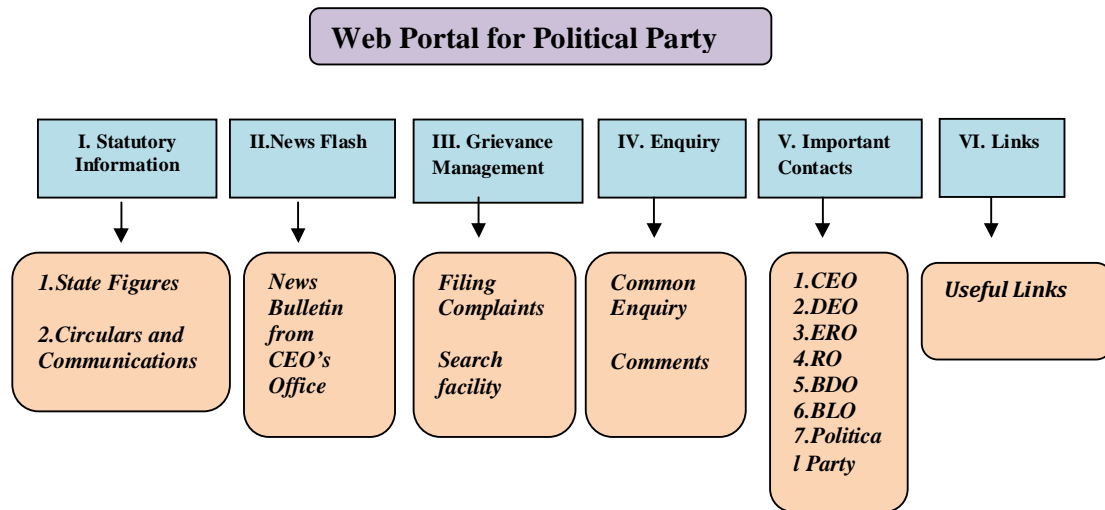
		<p>complaint / grievance.</p> <p>d. The recipient will submit / upload its reply (pdf / jpg) and forward it to the sender along with comment to be noted in allotted space.</p> <p>e. The admin / sender can view and download the reply. If not satisfied with the reply then the admin/sender can seek clarification noting its comment in the given space.</p> <p>f. The recipient will respond back.</p> <p>g. In all cases the sender / recipient can upload multiple copy of documents in pdf / jpg format.</p>		
IV	<b>ECI Orders</b>	For different orders/circulars issued by the Election Commission of India will be linked to ECI site.	Static	
V	<b>Reports/Forms</b>	<p>a) Unstructured &amp; dynamic – will be developed and uploaded from time to time as per requirement. This will be shared with users as per requirement. The users will upload/feed the pertinent data, which can be viewed from both admin and user end and can be downloaded by both.</p> <p>b) All reports must have a search facility datewise, memo no.wise, subjectwise etc.</p> <p>c) Other than these unstructured reports an exception handling reports(pending cases) must be generated.</p>	Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
VI	<b>Discussion Forum</b>	Common discussion forum will be placed in the system for sharing views, comments among admin and users.	Dynamic	While there shall be some pre specified reports, there should be provision to generate adhoc reports by the user.
VII	<b>Best Practices</b>	Different documentation like Video Documents on Best Electoral Practices etc will be included in this section by admin and users.	Static	
VIII	<b>Contacts</b>	Contact numbers for different level of officers i.e. 1. Election Commission of India, 2. Chief Electoral Officers, 3. District	Dynamic	While there shall be some pre specified reports, there

		<p>Election Officers, 4. Registration Officers, 5. Electoral Returning Officers, 6. Subdivisional Officers, 7. Block Development Officers, 8. Booth Level Officers will be updated into the system for better communication both by admin and users. The information will be editable in nature from both admin and users end.</p>	<p>should be provision to generate adhoc reports by the user.</p>
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**The basic Functions of the system will be as follows:**

1. Master data maintenance
2. Design and develop data entry application (Dynamic Form creation and corresponding database schema to capture data from field offices).
3. Designing and uploading of different report formats by CEO Admin.: The report format may in any of the dynamic interface created or in the form of shared file in Excel etc format. The report may be uploaded in the system so that the district can download the same from their account, edit it and submit it to the system. The predefined report format may also be included in the system as a report template.
4. Entering online/uploading of data from the districts/subdivisions in the dynamic templates / forms created as dynamic interface for Data Entry. Apart from that the application should have a provision for attachment of documents by the users.
5. User/role management: Creating different level of users i.e. CEO Admin /DEOs/EROs approximately 750 users , the number may increase as per requirement).Expected simultaneous load may be 500 users at a time. Assigning different Access privilege to different level of users i.e. viewing, editing, deleting records etc. Also, the transactional log may be incorporated in the system to keep track that who/when/from where accessed a particular record. Adequate Security features should be incorporated into the system to make the system more secured.
6. Generation/printing of customized reports from received data.
7. Before implementation of the system, the agency should test the system thoroughly and security audit of the same may be done by the Agency.

**PHASE –II**



SI No.	Activity	Description	Static/ Dynamic	Remarks
I.	1. STATE Figures	West Bengal <i>from electoral point of view</i> : facts on electoral population EP ratio, Gender ratio, 18-19 age electors, EPIC and PER coverage; AC details, PC details, maps Results of last Assembly election of the State, Loke sabha Elections : Booth wise Result (Form 20) , Other information to be uploaded time to time.	Static	

	<b>2. Circulars and Communications</b>	Circulars contained in the Compendium of Instructions relevant for Political Parties; Communications, Press release etc of current nature presently being issued; Notifications; Instructions/ Communications which may be required to be updated from the end of the CEO, WB as well as DEOs of different districts. This will contain, inter alia, NOTICES of statutory nature namely activities related to EVMs/ Nominations/ Counting etc	<b>Static</b>	
<b>II</b>	<b>News Flash/ CEO's blog</b>	News Bulletin from CEO's Office to the political parties to be uploaded time to time.	<b>Static</b>	
<b>III</b>	<b>Grievance management</b>	<ul style="list-style-type: none"> <li>• Filing of complaint online with attachment in any format.</li> <li>• Sharing the online complaint with DEO/CEO.</li> <li>• District /CEO office to submit reply against each complaint with attachment in pdf/jpg format.</li> <li>• Auto generation of complaint ID.</li> <li>• Search facility (Date/District/AC/complaint ID wise/party affiliation wise) to locate complaint.</li> <li>• Submission of grievance/ generation of SMS &amp; email alert</li> <li>• Action by concerned dept. – uploading of attachments</li> <li>• Complaints have to be earmarked district wise as well as State specific, depending upon the person/office to which it is addressed.</li> <li>• Office of the CEO, WB should have overview of the status and content of complaints lodged.</li> </ul>	<b>Static</b>	
<b>IV</b>	<b>Enquiry</b>	Common enquiry, comments and reply should be placed in the system.	<b>Dynami c</b>	While there shall be some pre specified reports, there

				should be provision to generate adhoc reports by the user.
<b>V</b>	<b>Important Contacts</b>	Contact numbers for different level of officers i.e. Chief Electoral Officers, District Election Officers, Electoral Registration Officers, Returning Officers, Block Development Officers, Booth Level Officers and political party contacts will be updated into the system for better communication both by admin and users. The information will be editable in nature from both admin and users end.	<b>Static</b>	
<b>VI</b>	<b>Links</b>	Nomination Results (Progressive and Final) Results of EVM Randomization sheet Counting Results(Progressive and Final) Submission of Election Expenditure and Accounts Report	<b>Static</b>	The links will be provided in a manner that the authorized user may access district specific results as well as the results / reports of the entire state.

**The basic Functions of the system will be as follows:**

- i. Master data maintenance
- ii. The application should have a provision for attachment of documents in any format by the users.
- iii. User/role management: Creating different level of users i.e. political parties (.....nos.). Assigning different Access privilege to different level of users i.e. viewing, editing, deleting records etc. Also, the transactional log may be incorporated in the system to keep track that who/when/from where accessed a particular record. Adequate Security features should be incorporated into the system to make the system more secured.



## 8.2 Capacity Building

Training has to be imparted on the system for various levels as under:

SL No	No of Resources	Level of Training	Duration	Location	Timeline
1	20	CEO Admin	1 DAY	CEO Office	
2	50 + 50	Master trainer & User level	1+1 DAY	CEO Office	
3	30	User level	1 DAY	CEO Office	Before election

## 8.3 Auditing and Certification

Security Audit through enlisted vendors with CERTIN shall be coordinated by selected Bidder for which the payment shall be part of Total Contract Value. It shall be the responsibility of the selected bidder to ensure that Security Audit is conducted and completed to the satisfaction of Chief Electoral Officer, WB within the timelines specified as part of this RFP document.

Chief Electoral Officer may also appoint some other third party agency for conducting various audits and certifications for ensuring completeness of the project. The same is however out of scope of this project.

## 9. Process Map

The Selected bidder shall prepare AS-IS Process Map, GAP Analysis and TO-BE process maps and get sign off on the same. FRS and SRS shall also have to be submitted and approved by the CEO.

## 10. Key Personnel

Key personnel identified for the project from SELECTED BIDDER are :

### 10.1 Implementation Stage

- Project Manager
- Other resources as may be proposed by Selected bidder

### 10.2 Post Implementation Stage

- Hands on training for client
- Hosting in the server to be provided by the bidder till the audit is completed
- Maintenance and support for 3 (three) years from the date of completion/hosting to be provided by the selected bidder.

- The selected bidder will provide technical/man power support to cater requirement of the client as and when required.

## 11. Deliverables & Timelines

Deliverables along with timelines have been detailed out below.

Sl No	Activity	Timeline	Responsibility	Deliverable
1	AS-IS , TO-BE Process and FRS and Project Management Plan	7 Days	Selected Bidder	All documents in hardcopy and softcopy both
2	Preparation of SRS	15 days	Selected Bidder	SRS Document
3	Review and Sign up	7 days	CEO	Signed SRS Document
4	Development cum Unit testing	30 days	Bidder	Design document, Unit Test Report
5	UAT	7 days	CEO/Bidder	UAT Test Report
6	Fixing of issues found in UAT	3 days	Bidder	Approved UAT
7	Training and STQC audit	21 days	Bidder	Source Code along with all documents required as per SDLC

## 12. Service Level Agreement

### 12.1 Service Level Agreement

- Service level agreement shall be signed upon between selected bidder and Chief Electoral Officer, West Bengal during sign-off of Master Service Agreement taking into consideration key factors affecting the timelines and delivery parameters desired by Chief Electoral Officer, West Bengal
- The service level agreement document shall be accompanied by the Penalty Clause which shall be attracted in case of non-delivery/ meeting of SLA clause on case to case basis.
- The parameters for each activity shall be separately defined in SLA
- Level of tolerance and Penalty level for each activity shall be defined clearly and exhaustively in the SLA to be signed between the 2 parties.
- Penalties Level shall depend upon the weightage / importance of each activity defined in the SLA agreement
- Continuous improvement on SLA is required as the project may face various hindrances during its implementation phase and post implementations
- Service Level dependency clause shall be clearly mentioned stating the changes in the business environment internal or external which can adversely affect the achievement of SLA.

- viii. The SELECTED BIDDER representative will prepare and distribute SLA performance reports in an agreed upon format by 5th working day of beginning of every quarter. SELECTED BIDDER will prepare MIS reports as directed by CHIEF ELECTORAL OFFICER.
- ix. Chief Electoral Officer, West Bengal will decide the payment to be made based on these reports to Chief Electoral Officer, West Bengal

Below Tentative Service levels have been defined for the purpose of the RFP. The successful bidder and Chief Electoral Officer, West Bengal on mutual understanding shall come up with desired service levels and related penalty during the signing of Service Level Agreement document and MSA document.

**Service Levels defined**

**1. Implementation and Post-Implementation stage Service level and Penalty Clause**

Measurement	Target	Penalty	Exceptions
Phase-I implementation of Application Development	3 months from Signing of LOI ( Including STQC Audit)	<ul style="list-style-type: none"> <li>• Penalty of 0.5% of Value per week for 2 weeks delay; Penalty of 1% per week thereafter</li> </ul>	In case of SRS Signoff is delayed from CEO’s side or due to reasons beyond the control of supplier, then CEO shall decide on taking in to consideration of such factor for the extension of application implementation period
Phase-II implementation of Application Development	3 months from Go-Live of Phase –I ( Including STQC Audit)	<ul style="list-style-type: none"> <li>• Penalty of 0.5% of Value per week for 2 weeks delay; Penalty of 1% per week thereafter</li> </ul>	In case of SRS Signoff is delayed from CEO’s side or due to reasons beyond the control of supplier, then CEO shall decide on taking in to consideration of such factor for the extension of application implementation period
Post Implementation Support	Ticket Based <ul style="list-style-type: none"> <li>• Critical Issued to be resolved within 24 hrs</li> </ul>	<ul style="list-style-type: none"> <li>• Penalty in case of Critical issues not solved beyond 24hrs deadline –               <ul style="list-style-type: none"> <li>○ 0.05% of Total Contract value per day for first Two days delay</li> <li>○ 0.1% Total Contract value per day henceforth</li> </ul> </li> </ul>	In case of reasons beyond the control of supplier, then CEO shall decide on taking in to consideration of such factor for the extension of the said period

	Non Critical Issued to be resolved within 72 hrs	<ul style="list-style-type: none"> <li>• Penalty in case of Non Critical issues not solved beyond 72hrs deadline – <ul style="list-style-type: none"> <li>○ 0.05% of Total Contract value per day for first Two days delay</li> <li>○ 0.1% Total Contract value per day henceforth</li> </ul> </li> </ul>	In case of reasons beyond the control of supplier, then CEO shall decide on taking in to consideration of such factor for the extension of the said period
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## 12.2 Force Majeure

- i. Notwithstanding the provisions of the RFP, the successful bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving Chief Electoral Officer or Bidder’s fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- ii. If force majeure situation arises, the Bidder shall promptly notify Chief Electoral Officer in writing of such condition and cause thereof. Unless otherwise directed by Chief Electoral Officer in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than Twenty **(20)** days Chief Electoral Officer shall be entitled to terminate the Contract at any time thereafter without notice. Amount already due for any activity performed / milestone completed / deliverables executed and accepted by Chief Electoral Officer, shall be reimbursed by Chief Electoral Officer. In case of any activity performed / milestone completed / deliverables executed by selected bidder but awaiting acceptance by Chief Electoral Officer, decision shall rest in the hands of Chief Electoral Officer for full payment/ part payment or No payment in such cases . Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

## 13. Minimum Qualifications for the Manpower

Manpower	Minimum Qualifications
<b>Project Manager-General</b>	<ul style="list-style-type: none"> <li>• Minimum Education: B.Tech / B.E./ MCA from a reputed institute + PMP certified/ MBA</li> <li>• Total Exp: At least 5 yrs.</li> <li>• Languages known (Read, Write and Speak): Hindi, English, Bengali</li> <li>• Prior project management experience of at least 5 years of handling such large projects</li> </ul>

	<ul style="list-style-type: none"> <li>• Should have experience of managing 2 completed projects as selected bidder in last 5 years of at least 50% value of estimated size of this project</li> <li>• Excellent writing, communication, time management and multi-tasking skills</li> </ul>
<b>Support Lead Staff</b>	B.E./B.Tech/ with specialization in Computer Science/Information Technology / Electronics & Communication or MCA with experience of 2 years as a Support Load Or M.Sc in Computer Science with experience of 3 years as a Support Load Or BCA or BSC ( Computer Science/ IT) with experience of 4 years as a Support Load

#### 14. Acceptance Testing and Certification

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Availability of the project Services in the defined locations
- Performance
- Security
- Manageability
- SLA Reporting System
- Project Documentation (Design, development, configuration, training and administration manuals etc) as per SDLC
- Data Quality Review

As part of Acceptance testing, Chief Electoral Officer, West Bengal shall review all aspects of project development and implementation covering software including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

The procedures and parameters for testing will be laid down by the Chief Electoral Officer, West Bengal. The solution deployed by the successful bidder has to satisfy appointed acceptance testing upon which the system shall go-live, subject to Chief Electoral Officer, West Bengal approval.

The Chief Electoral Officer, West Bengal will establish appropriate processes for notifying the selected bidder of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected bidder to take corrective action. All gaps identified shall be addressed by the successful bidder immediately prior to Go-live of the solution. It is the responsibility of the selected

Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.

It is to be noted that the involvement of the third party( if any ) for acceptance testing and certification, does not absolve the selected bidder of his responsibilities to meet all SLAs as laid out in this RFP document.

It is to be noted that:

Chief Electoral Officer, West Bengal may get the solution audited through an Third Party Agency before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such Third Party Agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the Chief Electoral Officer.

Following provides the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

### 15. Payment Schedules

30 % : Completion of UAT
40% : Security Audit and hosting
10% : At the end of 1 year from Go-Live
10% ; at the end of second year from Go-Live
10% : At the end of third year from Go-Live

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### 16. Legal Jurisdiction

All agreements to be signed by parties will have the jurisdiction of the courts in Kolkata and shall be governed by appropriate laws in India.

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### 17. Fraud and Corrupt Practices

a. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Chief Electoral Officer, West Bengal shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Chief Electoral Officer, West Bengal shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia,

time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of the Chief Electoral Officer, West Bengal under Clause above and the rights and remedies which the Chief Electoral Officer, West Bengal may have under the LOI or the Agreement, if Selected bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Integrator shall not be eligible to participate in any tender or RFP issued by the Chief Electoral Officer, West Bengal during a period of 2 (two) years from the date such Bidder or Systems Integrator, as the case may be, is found by the Chief Electoral Officer, West Bengal to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Chief Electoral Officer, West Bengal who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Chief Electoral Officer, West Bengal, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Chief Electoral Officer, West Bengal in relation to any matter concerning the Project;
- ii) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Chief Electoral Officer, West Bengal with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 18. Termination of Contract

Chief Electoral Officer, West Bengal may terminate the contract in the following cases :

- i. The selected bidder is found to be involved in any fraudulent or corrupt practices.
- ii. In case, at any point of time during the validity period of the contract, the accumulated penalty value levied by Chief Electoral Officer, West Bengal on the SELECTED BIDDER exceeds 10% of the Total Contract Value, Chief Electoral Officer, West Bengal shall have the right to terminate the contract. In such a case, The Performance Bank Guarantee may be invoked by Chief Electoral Officer, West Bengal
- iii. Chief Electoral Officer, West Bengal may at any time terminate the Contract by giving written notice to the SI, if the selected bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Chief Electoral Officer, West Bengal

## 19. Patents, Copyright & Intellectual Property Rights, Source Codes

Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) developed for this project shall lie with the Chief Electoral Officer, West Bengal. Subsequently, Chief Electoral Officer, West Bengal has all the rights to modify, reproduce, rewrite, redeploy and redistribute this IP as Owner and the Selected bidder will not have any claim, whatsoever to this software property and documents.

If a third party claims that a product delivered by the Selected bidder to Chief Electoral Officer, West Bengal infringes that party's patent or copyright, the Selected bidder shall defend Chief Electoral Officer, West Bengal against that claim at the Selected bidder's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Selected bidder, provided that Chief Electoral Officer, West Bengal promptly notifies Selected bidder in writing of the claim and Allows Selected bidder to control, and cooperates with the Selected bidder in the defense and any related settlement negotiations.

The selected bidder will have to provide source code for all tested modules as well as the final approved application along with all documents required to maintain or handle the source code as per Software Engineering Management Practices. Handing over of the source code is essential at every stage of tagged with Payment Terms.



**Annexure I - Format for Financial Bid**

<b>Price Schedule</b>					
<b>Item description</b>	<b>Specification Details in the tender</b>	<b>Qty</b>	<b>Unit Price (INR)</b>	<b>Price</b>	<b>Total Price (INR)</b>

\*\* The Bid price shall be inclusive of all Input Taxes as applicable to meet the deliverables as part of this project.

**Total Price**

**In words:**

**In figures:**

**Signature with date**

**Name in block letters**

**Seal of the Company**

## Annexure II- Format for the Submission of the Technical Proposal

Date:

From:

\_\_\_\_\_

Phone no.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_ Fax no.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

To:

The Chief Electoral Officer, West Bengal  
21 Netaji Subhas Road (Balmer Lawrie Building)  
Kolkata 700001

Sir,

I/ We hereby submit the technical proposal attached with the following documents:

- i. Original copy of Technical Proposal (soft copy and hard copy)
- ii. List of credentials along with documents required as per Pre Qualification Criteria and Technical Qualification Criteria mentioned in the RFP

I/We agree to keep this bid open for acceptance by CEO up to 180 days after the last date of submission of bid and agree not to revoke our bid at any time during such period.

Yours faithfully,

(Signature of authorized signatory)

Name:

Designation:

Official seal

**Annexure III - WORK SCHEDULE**

Sr. No.	Activity <sup>1</sup>	Weeks <sup>2</sup>													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
N															

Indicate all main activities of the assignment. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

Duration of activities shall be indicated in the form of a bar chart.

**ANNEXURE IV - Declaration of Authorized Signatory**

It is declared that I, Sri/Smt \_\_\_\_\_, being the Authorized \_\_\_\_\_ Signatory \_\_\_\_\_ of M/s \_\_\_\_\_ Of (address of the Bidder) \_\_\_\_\_ have gone through and understood all the Terms & Conditions laid down in the **Tender document no.** \_\_\_\_\_ **dt.** \_\_\_\_\_ and would abide by the same terms and conditions throughout the period of contract.

I, hereby also agree to execute a “Contractual **Agreement**” with Chief Electoral Office based on all the terms and conditions laid down in the **Tender Document no.** \_\_\_\_\_ **dt.** \_\_\_\_\_ **in the event of being selected as a successful Bidder.**

\_\_\_\_\_  
**Signature with date**

\_\_\_\_\_  
**Name in block letters**

\_\_\_\_\_  
**Seal of the Company**

**Annexure V - Checklist**

<b>Requirement as per RFP</b>	<b>Document</b>	<b>Provided Yes/ NO</b>
<b>Pre Qualification Criteria</b>		
Annual Turnover	Extracts from the audited Balance sheet and Profit & Loss AND Certificate from the statutory auditor	
Technical Capability- ICT project	Completion Certificates from the client	
Should be Company registered under Companies Act, 1956	Certificates of incorporation	
Service Tax registration/ Professional Tax / Trade License any other licensing	Certificate/ License	
Income Tax Return for last 3 years ending 31.03.2013	Income Tax Return for last 3 years ending 31.03.2013	
Black Listing	A Self Certified letter	
Company should have regular office located in Kolkata and surroundings	Address Proof of Local Office in Kolkata ( Trade License / Land Line Telephone Bill / Electricity Bill )	
The bidder should have ISO-9001 Certification	Copy of valid certificate	
<b>Technical Criteria</b>		
Annual Turnover in each of last Three financial years ending 31.03.2013 should be Min. Rs 5 Cr from similar work	Extracts from the audited Balance sheet and Profit & Loss AND Certificate from the statutory auditor	
No. of successfully implemented(Go-Live) similar Projects in India in last 3 years as on 31.03.2013	Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client	
Resume of all key technical resources proposed for the assignment	CV of the resource certified by Authorized Signatory	
Certifications and Credentials	Copy of certificates	
<b>General Criteria</b>		
Commercial Proposal	Proposal Document as per format provided in Annexure I	
Technical Proposal	Proposal Document as per format provided in Annexure II	
Work Schedule	As per format provided in Annexure III	

Declaration of Authorized Signatory	As per format provided in Annexure IV	
Tender Document Fees	Demand Draft	
Earnest Money Deposit	Demand Draft	