



Revised Request for Proposal (RFP)

for

Selection of Service Operator(s) to Operate, Maintain and Manage Sewa Kendras

(Ref No.: PSEGS/SEWA KENDRAS/2023/1)



Volume II: Instruction to Bidders

Punjab State e-Governance Society
O/o Directorate of Governance Reforms and Public Grievances,
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**1. Data Sheet**

Sr. No.	Information	Details
1.	RFP Number	PSEGS/SEWA KENDRAS/2023/1
2.	Name of the Assignment	RFP for Selection of Service Operator(s) to Operate, Maintain and Manage Sewa Kendras
3.	Name of the Tender Inviting Authority	Punjab State e-Governance Society O/o Directorate of Governance Reforms and Public Grievances, Plot No. D-241, Industrial Area, Phase 8B, Sector-74, S.A.S. Nagar, Punjab
4.	Website Address and Email ID	www.dgrpunjab.gov.in & https://eproc.punjab.gov.in Email id: eproc@punjab.gov.in Help Line No.: 0172-2791226/2791326
5.	Cost of RFP Document	Rs. 50,000/- (Fifty Thousand Rupees Only)
6.	Date of Release of RFP	27/07/2023
7.	Last Date and Time for Submission of Queries	03/08/2023, 17: 00 hrs.
8.	Date and Time for Pre-Bid Meeting	07/08/2023 at 11: 00 hrs.
9.	Last Date and Time for Submission of Bid	11/09/2023 up to 11: 00 hrs.
10.	Date and Time for Opening of Pre-Qualification	Online 11/09/2023 at 15:00 hrs.
11.	Date and Time for Opening of Technical Bids	Online 11/09/2023 at 15:00 hrs.
12.	Intimation of bids qualifying/disqualifying in Pre-qualification and Technical Evaluation	To be intimated later
13.	Date and Time for Opening of Financial Proposal	To be intimated later
14.	Venue for Pre-Bid Meeting, opening of Technical and Financial Proposal	Punjab State e-Governance Society O/o Directorate of Governance Reforms and Public Grievances, Plot no. D-241, Industrial Area, Phase 8B, Sector-74, S.A.S Nagar, Punjab
15.	Earnest Money Deposit (EMD)	Refer Annexure II-M of this RFP
16.	Validity Period for Proposal	90 days from the last date of bid submission
17.	Consortium & Sub-Contracting	Consortium: Allowed (1+1) Sub-Contracting: Allowed (please refer Clause No. 6.7 of this volume of RFP document)



Sr. No.	Information	Details
18.	Duration of Contract	61 months from date of signing of Master Service Agreement (Please refer the timelines provided in Clause No. 6 of Volume-I of the RFP document)
19.	e-Procurement Help Desk details	Email id: eproc@punjab.gov.in Help Line No.: 0172-2791226/2791326
20.	Contact Details	Name: Navgeet Singh Contact Number: 9815216964 Email: sk.pmu@punjab.gov.in (All correspondence related to RFP should be directed to PSeGS contact person only).
21.	Selection Method	Cost Based Selection (CBS)



2. Glossary

The capitalized terms defined in this Glossary or anywhere in the body of this RFP shall, unless repugnant to the context, have the meaning ascribed thereto in this Glossary or in the body of this RFP as the case may be. Unless the context otherwise requires the capitalized terms not defined in this RFP but defined in the Contract/Master Service Agreement shall have the meaning assigned thereto in the contract.

1.	Applicable Laws	Includes any statute, law, ordinance, notification, judgment, order, decree, bye-law approval, The Punjab Transparency in Public Procurement Act, 2019 or the rules or guidelines.
2.	Bid	means a formal offer made in pursuance of an invitation by a PSeGS and includes any tender, proposal
3.	Bid Committee Evaluation	Means Bid evaluation committee constituted by the PSeGS for evaluation of Bids received under this RFP.
4.	Bid Submission Date	Means date and time provided in the Bid Data Sheet under this RFP.
5.	Bidders	means any person, company, firm, agency, institution, etc. participating in a procurement process of PSeGS for services
6.	Bidding Schedule Process	Means the timelines for conduct of the Bidding Process specified in the Bid Data Sheet, as may be amended from time to time.
7.	Companies Act	Shall mean the Companies Act, 2013, as may be amended from time to time.
8.	Contract/Master Service Agreement	Means the Master Service Agreement (in the format of Vol-III of this RFP) which shall be executed between the successful bidder(s) and the PSeGS for implementation of the project.
9.	Consortium	Means group of entities coming together for bidding under the consortium agreement.
10.	Control	i) Possession (whether directly or indirectly) of the power to exercise 50% or more of the voting rights attached to the Equity of such person; and/or ii) Beneficial ownership (whether directly or indirectly) of 50% or more of the Equity in such person; and/or



		<p>iii) Power to direct or indirect control over the management, policies or affairs of such person, including right to appoint majority of directors, by contract or otherwise.</p> <p>iv) the term 'Controlled' has to be construed accordingly.</p>
11.	Project	Shall mean the tasks to be executed by the bidder as per the scope and other terms & conditions as defined in this RFP in relation to zone(s) for which the bidder has submitted its Bid.
12.	Zone wise Bidding	For the purpose of bidding, the entire State of Punjab has been divided into two zones. Bidder has to bid for both the zones.
13.	Equity	Shall mean: (a) In case of a company under the Companies Act, the issued, subscribed, and paid-up equity share capital of such company; and (b) In case of a Limited Liability Partnership under the LLP Act, the total capital contributions received from the partners of such LLP.
14.	Financial Proposal	The financial proposal submitted by a bidder in terms of this RFP.
15.	IST	Indian Standard Time.
16.	LLP Act	Shall mean the Limited Liability Partnership Act, 2008, as may be amended from time to time.
17.	Member/Consortium Member	Member of a consortium.
18.	Net Project Value	$\sum_{i=1}^5 [(No. of G2C/G2B/G2E Transactions in year_i * t_i) + \sum_{p=0}^n (No. of B2C transactions for Service_p in year_i * t_p)]$ <p>i = year p = B2C service t_i = per transaction price for G2C, G2B, G2E services quoted by successful bidder + adjustment as per CPI index for year i t_p = per transaction price for B2C service p as approved by PSeGS</p> <p>The transaction prices of G2C, G2B, G2E services will be revised annually on the basis of average Consumer Price Index-IW released by Labour Department, Government of Punjab.</p>



19.	Performance Bank Guarantee	<p>Means, Performance Bank Guarantee which shall be submitted by the successful bidder within the period stipulated in the LOA. The Performance Bank Guarantee shall be valid for a period of 180 (One Hundred Eighty) days beyond the date of completion of all contractual obligations of the Successful bidder in terms of the Contract.</p> <p>Value of Performance Bank Guarantee based on number of zones awarded to a Successful bidder shall be:</p> <p>Rs. 40 Crores: In case same bidder is awarded both the zones</p> <p>Rs. 20 Crores: In case a bidder is awarded only one zone.</p> <p>Any and all cost and charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.</p>
20.	Pre-Qualification Proposal	<p>Means, pre-qualification proposal in terms of this RFP, to demonstrate that it satisfies the eligibility criteria for the project.</p>
21.	RFP Document	<p>means documents issued by the PSeGS, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid;</p>
22.	Service Operator	<p>Service Operator means the bidder declared as the Successful Bidder(s) or the Special Purpose Vehicle incorporated by such successful bidder, which executes the contract for the operation, maintenance, and management of the project with PSeGS.</p>
23.	Successful bidder(s)	<p>Means bidder(s) selected pursuant to the bidding process for two zones or any one zone.</p>
24.	Term	<p>Means the duration of the contract, in accordance with the provisions of the contract.</p>
25.	Associate	<p>Associate means, in relation to the bidder, a person who controls, is controlled by, or is under the common control with such bidder.</p>
26.	Net Worth	<p>Shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after</p>



		deducting the aggregate value of the accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
27.	Website	Means www.dgrpunjab.gov.in & https://eproc.punjab.gov.in

3. General

- 3.1 PSeGS invites bids from eligible bidders for selection of Service Operator(s) to operate, maintain and manage Sewa Kendras on per transaction basis through an open competitive bidding process in accordance with the procedure set out herein.
- 3.2 While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements.
- 3.3 All information supplied by bidders may be treated as contractually binding on the respective bidder, on successful award of the assignment by the PSeGS on the basis of this RFP.
- 3.4 No commitment of any kind, contractual or otherwise shall exist on part of PSeGS unless and until the contract is executed by or on behalf of the PSeGS. Any notification of successful bidder by the PSeGS shall not give rise to any enforceable rights by the bidder. The PSeGS may cancel this bidding process at any time prior to execution of the contract being executed by or on behalf of the PSeGS. Provided that the foregoing shall not prejudice any bid submitted by the bidder, which shall remain valid and binding on the bidder for entire duration as specified under the RFP (i.e., the entire Bid Validity Period).
- 3.5 This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.
- 3.6 The bidders are invited to examine the project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the project.

4. Bidding Process

4.1 General

- a) Brief description of bidding process

The PSeGS has adopted a three-stage e-procurement process (the "Bidding Process") for selection of successful bidder for award of the contract for the project.

For the purpose of bidding, the entire State of Punjab has been divided into two zones (details provided in Volume I of this RFP). Bidder has to bid for both zones.



- b) As part of the bidding process, interested parties are being called upon to submit their respective bids in accordance with the RFP.
- c) Bidders are required to upload bid documents as per terms & conditions of this RFP.
- d) Each bidder is permitted to submit only one bid for both zones. Each bidder, in its bid, shall submit:
 - i. Single pre-qualification proposal to demonstrate that it satisfies the Eligibility Criteria (the "**Pre-qualification Proposal**"); and
 - ii. Single technical qualification proposal to demonstrate that it satisfies the technical criteria (the "**Technical Proposal**"); and
 - iii. Single financial proposal (the "**Financial Proposal**").
- e) In the first stage of evaluation, the pre-qualification proposal of all bidders shall be evaluated to determine whether the bidder satisfies the pre-qualification criteria. At the end of this stage, the PSeGS shall publish online on the e-procurement portal, the list of bidders that satisfy pre-qualification criteria (the "Qualified Bidders") for the technical evaluation.

In the second stage of evaluation, the technical proposal of only qualified bidders from first stage will be opened and evaluated for the purpose of identifying the bidders meeting the technical criteria for the project ("**Technically Qualified Bidders**"). The technical proposals and financial proposals of the non-qualified bidders shall not be opened.

In the third stage of evaluation, the financial proposal of only technically qualified bidders from second stage will be opened and evaluated for the purpose of identifying the successful bidder(s) for the project (i.e., for both the zones or one zone (as the case may be)). The financial proposals of the bidders not declared as technically qualified bidders shall not be opened.

- f) The technically qualified bidder quoting the lowest financial proposal for the respective zone(s) in terms of this RFP will be the "Lowest Bidder"/"L1" for that particular zone(s) and will normally be declared as the successful bidder for that zone(s). Accordingly, a maximum of two bidders can be declared as the successful bidders in view of the provision of two zones for the entire State.
- g) In terms of this RFP, a bidder shall be required to:
 - i. Register themselves at the e-Procurement portal of PSeGS ("**e-Procurement Portal**"). The bidder will require valid class-II/Class-III digital signature certificates for submitting its bid. (Bidders may avail training for online procurement as per instructions available on the website);
 - ii. For detailed information on the e-Procurement portal and the procedures to be followed for downloading documents, modes of payment etc., please refer to the website <https://dgrpg.punjab.gov.in/>
 - iii. The bidders shall submit their bids online through the e-Procurement portal only. **Bids will not be accepted by any other mode;**
 - iv. The documents must be scanned and uploaded on e-Procurement portal, on or before the bid submission date;
 - v. The payments for cost of RFP document and EMD is to be submitted as



per the details provided in this volume of the RFP.

- h) It will be assumed that bidders will have accounted for all relevant factors, including the scope of the project, location, surroundings, utilities and existing systems in such offices or any other matter considered relevant like other local conditions, availability of power, water and other utilities, availability of human resources, applicable laws and other applicable permits while submitting the bids. Bidders will be deemed to have full knowledge of the project, including the scope of Service Operator to be provided during the term of contract. It will be further assumed that bidder will have made their own assessment as to all relevant factors for providing the financial proposal in their financial bid(s), including the cost of providing the services in accordance with the terms and conditions of the contract.
- i) **Bidders are advised to check all the excel sheets/formats/procedures to upload the bid carefully and well in time to avoid last minute rush on e-Procurement portal.** The PSeGS shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

4.2 Number of Zones

- a) A bidder shall have to **bid for both zones**. If a bidder does not quote rates for both zones, its Bid shall summarily be rejected.
- b) The bidder who quotes the lowest price – L1 shall be allotted one zone or both zones based on their pre-qualification criteria and financials.

4.3 Visit to State Departments and Offices

- a) Bidders are encouraged to submit their respective bids after visiting the Punjab Government Departments and offices, existing Sewa Kendras/field offices etc. ("Department and Offices") and ascertaining themselves the location, surrounding, utilities and existing system in such offices, availability of power, water and other utilities or any other matter relevant for development, condition of existing assets, human resource availability, applicable laws, applicable permits and regulations, and any other matter considered relevant by them. Any bid submitted shall be deemed to take into account all such factors.
- b) PSeGS shall provide assistance to the bidders in accessing the department and offices and any other reasonable assistance that may be requested by the bidders. The cost of visit shall be solely borne by the bidders. The size of the team of the bidder should be limited to those people essential to the due diligence.
- c) All the information disclosed by officials of the PSeGS or any government authority or advisors to the PSeGS, in relation to the project, whether oral or documentary, shall be strictly confidential and remain proprietary information. No representation or warranty (express or implied) is given and no liability is accepted by the PSeGS or its officers, directors or any government authority or any of their advisors or representatives, as to the accuracy, reliability, completeness, reasonableness or materiality of the information supplied during the visit ("Information") or for any errors, omissions or misstatements, negligent or otherwise, in relation thereto, and



the bidder shall make its own assessments, analyses, compilations and projections.

The information provided may not necessarily be a complete description of all matters that would be material for consideration by a potential bidder and no representation or warranty whether express or implied is given in this regard. The bidder is deemed to have expressly agreed that it gives up any right or claim for bringing any action against the PSeGS or its officers, directors or any of its advisors or representatives, or officials of any government authority, in relation to the accuracy, reliability, completeness, reasonableness or materiality of the Information supplied or provided for such due diligence.

- d) Any additional visit to the department and offices may be arranged, subject to a request being made by the bidders to the PSeGS at least 7 (seven) days in advance of such visit. It is clarified that no visit shall be permitted at any time after the bid submission date.

4.4 Cost of RFP document

- a) In online e-Procurement portal, bidder have to submit the Rs. 50,000/- as RFP document fees as only online payment mode is accepted.
- b) The bid shall summarily be rejected if the cost of RFP document fee is not submitted in compliance with clause above.
- c) Bidders are advised to retain the payment receipt of RFP document fees. The payment receipt will be uploaded along with pre-qualification bid.
- d) Proposals received without or with inadequate RFP document fees shall be rejected.

4.5 Compliant proposals/completeness of response

- a) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP document 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 the clause 4.5.c may render the proposal non-compliant and the bid may be rejected.
- c) Bidders must:
 - i. include all documentation specified in this RFP.
 - ii. follow the format(s) and content of this RFP and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

4.6 Clarifications and Pre-Bid Meeting

- a) A pre-bid meeting of the interested parties shall be convened at the designated date, time and place as mentioned in the RFP document.
- b) Bidders must ensure that pre-bid meeting is attended by their concerned people so that all the doubts, clarification & ambiguities regarding bid document & project are resolved well before bid submission.



- c) A maximum of two representatives from each bidder shall be allowed to participate on production of authority letter from the bidder. OEMs of IT and non-IT hardware shall not be allowed to participate in pre-bid meeting.
- d) During the course of pre-bid meeting, the bidders may seek clarifications and make suggestions for consideration of the PSeGS. The PSeGS shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive bidding process.
- e) The bidders will have to ensure that their queries for pre-bid meeting should be uploaded on e-Procurement Portal by 03/Aug/2023. Queries sent through any other mode shall not be considered.
- f) The queries should necessarily be submitted in format as per [Annexure-I](#) of Volume-II of this RFP.
- g) PSeGS shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the PSeGS.
- h) Not attending the pre-bid meeting will not be a cause for disqualification of a bidder.

4.7 Responses to pre-bid Queries and issue of corrigendum(s)

- a) The PSeGS will endeavor to provide timely response to all queries.
- b) At any time prior to the last date for receipt of bids, PSeGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by issuing corrigendum(s).
- c) The corrigendum(s) (if any) & clarifications to the queries from all bidders will be uploaded only on the website. No separate communication shall be sent to any prospective bidder.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective bidders reasonable time for taking the corrigendum into account, PSeGS may, at its discretion, extend the last date for the submission of bids.

4.8 Cost of bidding

- a) The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred for information gathering and other due diligence activities, participation in meetings, presentations, preparation of proposal and in providing additional information required by the PSeGS and or all such activities related to the bidding process.

PSeGS will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

4.9 PSeGS Right to terminate RFP/bidding process

- a) PSeGS reserves the right to accept or reject any bid, and to annul this RFP/bidding process and reject all Bids at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any



obligation to inform the affected bidder or bidders of the grounds for PSeGS action. PSeGS makes no commitment, expressed or implied that this process will result in a business transaction with anyone.

- b) This RFP does not constitute an offer by the PSeGS. The bidder's participation in this process may result in PSeGS selecting the bidder for execution of the project and hence the contract. The commencement of such discussions does not, however, signify a commitment by the PSeGS to execute a contract.
- c) If the bidder whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

4.10 Amendment(s) to RFP

PSeGS may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website and the bidders may be asked to amend their proposal due to such amendments. No separate emails or any communication shall be sent to any prospective bidders. Bidders are advised to keep visiting the official website for any changes.

4.11 Language of Bid

The bid and all correspondence and documents shall be in English. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be done by the bidder and has to be duly attested by the authorized signatory of the bidder. For purposes of interpretation of the bid, the English translation shall govern. All proposals and accompanying documents received within the stipulated time will become the property of the PSeGS and will not be returned.

4.12 Documents comprising the Bid

The bid submitted by the bidder shall comprise of:

- a) Pre-Qualification proposal;
- b) Technical proposal; and
- c) Financial proposal

4.13 Submission of Bids

- a) Bidders are required to upload bid documents as per terms & conditions of this RFP.
- b) Bidders are required to upload the bid with reference no. PSEGS/SEWA KENDRAS/2023/1 on e-Procurement portal.
- c) Bidders are expected to carefully examine all the instructions, guidelines, terms and conditions and formats for the Bid. Failure to furnish necessary information as required in the RFP or submission of a bid, not responsive to all the requirements of the RFP may lead to rejection of bids.
- d) Bids and associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings must be initialed by the authorized person signing the bid.



- e) Bidders shall submit their bid through e-procurement portal on or before the last date and time for submission of bids as per bid data sheet. It is advised that bidders may submit their bids well in advance of the stipulated time so as to avoid last minute hiccups.
- f) The bids that are uploaded online on e-procurement portal will only be considered for bid evaluation unless bid evaluation committee has asked for revised document in case of any clarification/additional information pertaining to submitted document sought during bid evaluation.
- g) Only bids in terms of this RFP, submitted through the e-procurement portal on or before the bid submission date shall be taken as valid submission of bid. Bids received by email, facsimile, post or by hand shall be treated as defective, invalid and rejected.
- h) Every page of the bid submitted by the bidder must be duly signed by the authorized signatory of the bidder in blue ink along with the organization seal.
- i) Each page of all parts should be legible, serial numbered, in conformity with this RFP and should be clearly indicated using an index page.
- j) The letter of authorization for signing the bid shall accompany the bid and should be supported by duly executed and valid power of attorney/required board resolution.
- k) If any document is not submitted by the Bidder at the time of submission of bid in support of bidder's eligibility criteria under this RFP, the evaluation of bids will be based on available documents in the bid only and non-submission of documents will be treated as non-availability of documents. No additional/new document/citation/credentials will be accepted after bid opening. Only supporting documents may be sought.
- l) No bidder is allowed to modify, substitute, or withdraw their bid after its submission on the e-procurement portal.

4.14 Deadline for submission of bids

- a) The bid submission date (i.e. last date) & time for submission of bids shall remain the same as that mentioned in this volume of the RFP (unless otherwise revised by the PSeGS and made known to all participating bidders through website).
- b) All bids uploaded after the last date & time of submission shall be summarily rejected.
- c) The PSeGS shall not be responsible for any delay or non-receipt/non-delivery of the bid/any documents. No further correspondence on the subject will be entertained.
- d) The PSeGS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.15 Earnest Money Deposit (EMD)

- a) Along with the bid, bidders shall submit EMD of Rs. 3 Crores (Rupees Three Crores Only).



- b) The EMD, will be submitted in the form of bank guarantee as per the format given at [Annexure II-M](#) of this volume of the RFP. EMD in any other form shall not be entertained.
- c) Bidder shall submit the scanned copy of the EMD along with the Bid and submit original copy of the EMD to PSeGS on or before the bid submission date and time mentioned in the bid data sheet.
- d) Bid without the EMD shall be rejected without providing any opportunity to the bidder concerned.
- e) EMD of the bidders whose bid is rejected in technical evaluation shall be returned upon the completion of technical evaluation.
- f) EMD of all the remaining bidders except the L1 bidder/ successful bidder shall be returned upon the completion of financial evaluation.
- g) The EMD, for the amount mentioned above, of the successful bidder shall be returned upon submission of Performance Bank Guarantee as per the format provided in scheduled-VII of volume-III of this RFP.
- h) The EMD will be interest free and will be returned to the bidders without any accrued interest on it.
- i) PSeGS shall be entitled to forfeit and appropriate the EMD as damages *inter alia* upon occurrence of any of the events specified below:
 - i. If a bidder engages in a corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obtrusive practice as specified in this RFP;
 - ii. If a bidder withdraws its bid during the bid validity period as specified in this RFP or during any extended bid validity period from time to time;
 - iii. If the bidder has a conflict of interest or if a bidder or its associates have engaged any legal, financial, or technical advisor of the PSeGS in breach of Clause 4.20.2.c of this volume)
 - iv. In the case of successful bidder, if it fails within the specified time limit:
 - a. to sign and return the duplicate copy of LOA;
 - b. to incorporate the SPV, if the successful bidder is a consortium;
 - c. to fulfil any of the conditions set out in this RFP; or
 - d. to sign the contract.
 - v. In the case of the selected bidder, if having signed the contract, the bidder commits any breach thereof prior to furnishing the Performance Bank Guarantee.
- j) EMD in original shall either be hand delivered or be sent by registered post, speed post or courier to the address given below, latest by bid submission date and time mentioned in the bid data sheet.

NAME:

To

The Member Secretary

Punjab State e-Governance Society



O/o Directorate of Governance Reforms and Public Grievances

Plot no. D-241, Industrial Area,

Phase 8B, Sector-74, S.A.S. Nagar, Punjab

Email id: sk.pmu@punjab.gov.in

The bidder would be liable for any delays due to registered post, speed post, courier etc.

4.16 Deviations

- a) **No deviations/assumptions/recommendations shall be allowed in the bid.** Bidders must ensure that pre-bid meeting is attended by their concerned senior and authorized people so that all the doubts, clarification(s) & ambiguities regarding bid document & project are resolved well before submission of bid.
- b) **Any conditional bid shall be rejected.**

4.17 Bid Opening

- a) Opening of the bids will take place in the following stages:
 - i. Pre-qualification Proposal
 - ii. Technical Proposal
 - iii. Financial Proposal
- b) PSeGS will intimate date of opening of various stages of RFP through its website.

4.18 Validity of bids

The bid shall be valid for a period of 90 days from bid submission date ("**Bid Validity Period**"). A bid, valid for a shorter than the bid validity period, shall be rejected as non-responsive Bid. In exceptional circumstances, at the sole discretion of the PSeGS, the PSeGS may solicit the bidder's consent for an extension of the validity period of bid as well as EMD. Such request and responses shall be made in writing.

4.19 Modification, substitution & withdrawal of Bids

Bids once submitted, cannot be withdrawn in any event. Once the bids are submitted, no rectification, modifications and/or substitutions etc. will be allowed.

4.20 Formats & Contents of bids

4.20.1 Pre-qualification Proposal

The pre-qualification proposal must amply demonstrate that the bidder fully meets all pre-qualification criteria set out in this volume of the RFP. Accordingly, the bidder shall submit the documents as per [Annexure II](#) of this volume of the RFP, as part of its pre-qualification proposals.

4.20.2 Eligibility of bidders

For determining the eligibility of the bidders for their pre-qualification hereunder the following shall apply:



- a) The bidder for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the project. However, no bidder applying as a single entity or as a member of a consortium, as the case may be, can be member of another bidder/consortium. The term bidder used herein shall apply to both a single entity and a Consortium.
- b) A bidder may be a private entity, Government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a consortium. A consortium shall be eligible for consideration subject to the conditions set out in this Clause 4.20.2 at (f) below.
- c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. A bidder shall be deemed to have a conflict of interest that affects the bidding process, if:
 - i. The bidder, its member or associate (or any constituent thereof) and any other bidder, its member or associate (or any constituent thereof) have common controlling shareholders ~~or other ownership interest~~; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an bidder, its member or associate (or any shareholder thereof having a shareholding of more than five percent of the paid up and subscribed share capital of such bidder, member or associate, as the case may be) in the other bidder, its member or associate, as the case may be, is less than five per cent of the paid up and subscribed share capital thereof; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the subject person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the subject person, the computation of indirect shareholding of such person in the subject person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity shareholding of such intermediary; or
 - ii. A constituent of such bidder is also a constituent of another bidder; or
 - iii. Such bidder, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or any associate thereof; or



- iv. Such bidder has the same legal representative for purposes of this bid as any other bidder; or
 - v. Such bidder, or any associate thereof has a relationship with another bidder, or any associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the bid of either or each other; or
 - vi. Such bidder, or any associate thereof has participated as a consultant to the PSeGS in the preparation of any documents, design or technical specifications of the project.
- d) A bidder shall be liable for disqualification if any legal, financial or technical advisor of the PSeGS in relation to the project is engaged by the bidder in any manner for matters related to or incidental to the project. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the bidder, its member or associate in the past but its assignment expired or was terminated 1 (One) year prior to the date of issue of this RFP. Nor will this disqualification apply where such advisor is engaged after a period of 3 (three) years from the date of commercial operation of the project.

Explanation: In case a bidder is a consortium, then the term bidder as used in this Clause, shall include each member of consortium.

- e) For computing the technical and financial capacity of the bidder for pre-qualification, the following shall apply:
- i. In computing the technical capacity and financial capacity (i.e. Net Worth/ Turnover/Profits) of the bidder, the combined technical & financial capacity of its associates shall also be considered. However, to ensure commitment and involvement of the Associate(s) for successful execution of the project, the bidder must enclose a deed of guarantee as per format provided in [Annexure II-G](#), for fulfilling the obligation under the project. This deed should be submitted along with the bid. For purposes of this RFP, associate means, in relation to the bidder (i.e. single entity), a person who controls, is controlled by, or is under the common control with such bidder (the "Associate").
 - ii. In case of a consortium, the combined technical capacity and financial capacity (i.e. net worth /turnover/profits) of those members shall be considered, who intend to have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPV (as per the details provided in the consortium agreement at [Annexure-II-F](#)), provided that each such member shall during the term, hold equity share capital not less than ~~(i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five percent) of the Net Project Value.~~ Further, consortium members shall collectively hold 100% (one hundred percent) of the equity of the SPV for the term.
- f) Where the bidder is a single entity, it shall form an appropriate Special Purpose Vehicle under the Indian Companies Act 1956/Companies Act, 2013 (the "SPV"), to execute the contract and implement the project. However, the bidder shall directly hold 100% of the share capital of the SPV



throughout the term. In case of consortium, it would be essential that consortium members shall form SPV to execute the contract and implement the project. Additionally, the consortium bidder should also comply with the following requirements:

- i. Number of members in a consortium should be limited to 2 (two), whereby each Member individually hold at least [26% (twenty six percent)] of the paid up and subscribed equity of the SPV.
- ii. Subject to the provisions of clause (i) above, the bid should contain the information required for each member of the consortium;
- iii. Members of the consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 70% (Seventy percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format provided at [Annexure-II-E](#), signed by both the members of the consortium;
- iv. The bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- v. An individual bidder cannot at the same time be member of a consortium applying for pre-qualification. Further, a member of a particular bidder consortium cannot be member of any other bidder's consortium applying for pre-qualification;
- vi. Members of the consortium shall enter into a binding consortium agreement substantially in the form specified at [Annexure-II-F](#) (the "Consortium Agreement") for the purpose of making and submitting the bid in the event of being short-listed. The consortium agreement shall, inter alia:
 - a. Convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the agreement and subsequently carry out all the responsibilities as per the terms of the agreement, in case the project is awarded to the consortium;
 - b. Clearly outline the proposed roles and responsibilities of each member at each stage;
 - c. Commit that the consortium members shall collectively hold 100% (one hundred per cent) of the equity of the SPV for the term.
 - d. Commit the minimum equity stake to be held by each member;
 - e. commit that each of the members, whose experience will be evaluated for the purpose of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed Equity of the SPV and shall further commit that each such member shall during the Term, hold Equity share capital not less than ~~(i) 26% (twenty six percent)~~ of the subscribed and paid up equity share capital of the SPV; ~~and (ii) 5% (five percent) of the Net Project Value specified in the Agreement to be signed as an outcome of award of this RFP;~~ and



- f. Include a statement to the effect that all members of the consortium shall, for the entire term of the contract, be liable jointly and severally for all obligations in relation to the project.
- g. Except as provided under this RFP and the bidding documents, there shall not be any amendment to the consortium agreement without the prior written consent of the PSeGS.
- g) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of submission of the bid, would not be eligible to submit the bid either individually or as member of a consortium.
- h) A bidder including any consortium member or associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, consortium members or associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such bidder, consortium member or associate.
- i) Information supplied by a bidder (or other constituent member if the bidder is a consortium) must apply to the bidder, member or associate named in the bid and not, unless specifically requested, to other associated companies or firms.
- j) While qualification is open to persons/entities from any country, the following provisions shall also apply:
 - i. Where, on the bid submission date, not less than 26% (twenty six percent) of the aggregate issued, subscribed and paid-up equity share capital in the bidder or its members is held by persons resident outside India or where the bidder or its member is controlled by persons resident outside India; or
 - ii. If at any subsequent stage after the date of submission of the bid, there is an acquisition of not less than 26% (twenty six percent) of the aggregate issued, subscribed and paid-up Equity share capital or Control (by persons resident outside India) in or of the bidder or any its member;

[Then the qualification/continuation of such Bidder shall be subject to approval of the PSeGS from national security and public interest perspective. The decision of the PSeGS in this behalf shall be final and conclusive and binding on the bidder.]

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the PSeGS shall be primarily guided by the principles, precedents and definitions contained in the regulations framed by Securities and Exchange Board of India or under the Foreign Exchange Management



Act, 1999, or any substitute thereof, as in force on the date of such acquisition.

The bidder shall promptly inform the PSeGS of any change in its shareholding, as above, and failure to do so shall render the bidder liable for disqualification from the bidding process or thereafter.

k) Notwithstanding anything to the contrary contained herein, in the event that the bid submission date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bidder hereunder, mean the accounting year followed by the bidder in the course of its normal business.

l) Change in composition of the Consortium

- i. Change in the composition of a consortium will not be permitted by the PSeGS during the Bid Evaluation Process.
 - ii. Where the bidder is a consortium, change in the composition of a consortium may be permitted by the PSeGS during the bid stage, only where:
 - a. the bid for such change is made no later than 15 (fifteen) days prior to the bid submission date;
 - b. the lead member continues to be the lead member of the consortium;
 - c. the substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the consortium member who is sought to be substituted and the modified consortium shall continue to meet the prequalification and short-listing criteria for bidders; and
 - d. The new member expressly adopts the bid already made on behalf of the consortium as if it were a party to it originally and is not a bidder/member/associate of any other consortium bidding for this project.
 - iii. Approval for change in the composition of a consortium shall be at the sole discretion of the PSeGS and must be approved by the PSeGS in writing.
 - iv. The modified/ reconstituted consortium shall be required to submit a revised consortium agreement before the bid submission date.
- m) No bidder shall submit more than one bid for one zone. For the purpose of this sub-clause (m), a bidder applying individually or as a member of a consortium shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be.
- n) The bidder shall comply with the following to pre-qualification criteria in terms of this RFP:

**Pre-Qualification Criteria**

Sr. No.	Parameter	Pre-qualification Criteria	Document Required
1.	Legal Entity	<u>1.a. In case the bidding entity is from India</u> The bidder has to be registered entity in India under the applicable laws.	Certificate of Incorporation, or Certificate of Registration, or Partnership deed, or constitution documents as per applicable laws etc. Submission Requirement <ul style="list-style-type: none">• Sole bidder• All members in case of consortium.• In case of consortium the bidder needs to submit the consortium agreement as per the format provided in this volume of the RFP at Annexure-II-F.
		<u>1.b. In case the bidder is from a country other than India</u> The bidder has to be registered entity in its country under the applicable laws.	Certificate of Incorporation/ Registration Certificate/constitution documents in terms of applicable laws of such country.
		1.c. If any bidder from a country which shares a land border with India, bidder needs to provide compliance documents as per OM No. 6/18/2019-PPD dated 23.07.2020 issued by Govt. of India	Compliance letter/documents to be submitted by the Sole bidder or all members in case of consortium.
		2. Should be in business operation for more than 3 (three) years as on last date of bid submission.	Certification from statutory auditor/ practicing Chartered Accountant/work order to establish the compliance of criteria. Submission Requirement



Sr. No.	Parameter	Pre-qualification Criteria	Document Required
			<ul style="list-style-type: none">• Sole bidder• All members in case of consortium
2.	Profit-Making entity	Should be a profit-making entity in at least 2 out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23).	<p><u>Details Required</u></p> <p>Profit & Loss Statement for the concerned financial year along with the Certificate from the statutory auditor/ Practicing Chartered Accountant, having UDIN.</p> <p><u>Submission Requirement</u></p> <ul style="list-style-type: none">• In case of sole bidder, the combined profitability of the bidder along with its associate shall be considered, provided the deed of guarantee as per the format given in this volume of the RFP at Annexure-II-G is submitted by the bidder.• All members in case of consortium
3.	Net Worth	The Net Worth/Cash flow of the bidder must be positive in the 3 consecutive financial years out of the last 5 financial year (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23).	<p><u>Details Required</u></p> <p>Certificate from the Statutory Auditor/ Practicing Chartered Accountant, having UDIN, depicting the Net worth/Cash flow for each year.</p> <p><u>Submission Requirement</u></p> <ul style="list-style-type: none">• In case of sole bidder, the combined net worth of the bidder along with its associate shall be considered, provided the deed of guarantee as per the format given in this volume of the RFP at Annexure-II-G is submitted by the bidder.



Sr. No.	Parameter	Pre-qualification Criteria	Document Required
			<ul style="list-style-type: none">All members in case of consortium
4.	Blacklisting	Bidders must not have been declared ineligible or blacklisted by any entity of Govt. of India/Govt. of Punjab/other State Govt./Govt. Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason in last 3 years as on date of issuance of this RFP. Bidders must not have any criminal/fraud cases against it, its director or associate or promoter or proprietor or any partner or having been convicted for violation of any law in force in last 3 years as on date of issuance of this RFP.	<u>Details Required</u> Self-certified letter by the authorized signatory of the sole bidder or all members in case of consortium as per Annexure-II-J
5.	Breach of Contract	Bidders must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies in last 3 years as on date of issuance of this RFP.	<u>Details Required</u> Self-certified letter by the authorized signatory of the sole bidder/all members in case of consortium as per Annexure-II-K
6.	Certifications	Bidder must have below valid certifications: <ul style="list-style-type: none">ISO 9001ISO 27001	<u>Details Required</u> Certificate should be valid as on date of submission of bid <u>Submission Requirement</u> <ul style="list-style-type: none">Sole bidder



Sr. No.	Parameter	Pre-qualification Criteria	Document Required
			<ul style="list-style-type: none">In case of consortium, any one member of the consortium
7.	Statutory Requirement	Bidder should have registered with GSTN, Income Tax Department (for PAN), EPFO, and ESIC/Medical Insurance providers/ Labour Welfare Fund (as applicable)	<p><u>Details Required</u> Self-Certified Copy of all supporting documents establishing the compliance of given criteria</p> <p><u>Submission Requirement</u></p> <ul style="list-style-type: none">Sole bidderAll members in case of consortium

Pre-qualification criteria to qualify for award of both zones

Sr. No.	Parameter	Pre-qualification Criteria	Document Required
8.	Turnover (Average Annual Turnover during the 3 consecutive financial years out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23))	Rs. 100 Crores (Rupees One Hundred Crore Only)	<p><u>Details Required</u> Extracts from the audited balance sheet and profit & loss or Annual financial reports along with the certificate from the statutory auditor/ Practicing Chartered Accountant, having UDIN.</p> <p><u>Submission Requirement</u></p> <ul style="list-style-type: none">In case of sole bidder, the combined turnover of the bidder along with its associate shall be considered for the purpose of evaluation of turnover subject to certificate provided by the statutory auditor, provided the deed of guarantee as per the format



Sr. No.	Parameter	Pre-qualification Criteria	Document Required
			<p>given in this volume of the RFP at Annexure-II-G is submitted by the bidder.</p> <ul style="list-style-type: none">• Power of Attorney as per the format provided in this volume of the RFP at Annexure-II-D or Annexure-II-E (whichever is applicable) also needs to be submitted by the bidder.• In case of consortium, the sum of average annual turnover of all members.
9.	<p>Relevant Past Experience</p> <p>Should have undertaken similar projects in the areas of</p> <p>a. Delivery of multi-locational, across the counter citizen services</p> <p>b. Operation and Maintenance of Citizen Service Centers (project should be in O&M Phase) as on the Bid Submission Date.</p>	<p>Minimum 1 project of the value of minimum Rs. 35 Crores</p> <p>OR</p> <p>Minimum 2 projects of the value of minimum Rs. 25 Crores each</p> <p>OR</p> <p>Minimum 3 projects of the value of minimum Rs. 20 Crores each</p>	<p>Details Required</p> <p>Project citation supported with Work order/Client Certificate/Work order along with certificate from CA/Statutory Auditor certifying value of project etc.</p> <p>Herein the value of the project means:</p> <ul style="list-style-type: none">• The contract value mentioned in the work order/contract.• In case of transaction-based model, where the contract value is not mentioned in the work order/contract, the bidder needs to provide the value as the revenue appropriated from these transactions. Herein the bidder needs to provide the certificate from the CA / Statutory auditor, having UDIN, confirming project value.• For calculating revenue, Statutory/ Government Fees will not be considered. <p>Submission Requirement</p>



Sr. No.	Parameter	Pre-qualification Criteria	Document Required
			<ul style="list-style-type: none">In case of sole bidder, the experience of the bidder as well as its associates shall be considered.In case of Consortium, the experience of lead bidder shall be considered.
10.	Manpower Strength (Average of last 3 financial years i.e. 2020-21, 2021-22 & 2022-23) a. Total manpower deployed on projects including on-roll + contractual + outsourced. b. On-Roll	<ul style="list-style-type: none">Total manpower deployed on projects including on-roll + contractual + outsourced – 500On-Roll – 100	<p><u>Details Required</u></p> <p>Certificate from HR Head of the bidder along with EPFO details for both the criteria.</p> <p>Certificate from HR Head of outsourcing agency along with EPFO details for resources outsourced to bidder, if applicable.</p> <p><u>Submission Requirement</u></p> <ul style="list-style-type: none">In case of sole bidder, the combined manpower strength of the bidder as well as its associates shall be considered.In case of Consortium, the combined manpower strength of all members shall be considered.Contractual and outsourced manpower deployed on the project should be for 1 year or more.

**Pre-qualification criteria to qualify for award of Single Zone**

Sr. No.	Parameter	Pre-qualification Criteria	Document Required
8.	Turnover (Average Annual Turnover during the 3 consecutive financial years out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23))	Rs. 50 Crores (Rupees Fifty Crores Only)	<u>Details Required</u> Extracts from the audited balance sheet and profit & loss or Annual financial reports along with the certificate from the statutory auditor/ Practicing Chartered Accountant, having UDIN. <u>Submission Requirement</u> <ul style="list-style-type: none">• In case of sole bidder, the combined turnover of the bidder along with its associate shall be considered for the purpose of evaluation of turnover subject to certificate provided by the statutory auditor, provided the deed of guarantee as per the format given in this volume of the RFP at Annexure-II-G is submitted by the Bidder.• Power of Attorney as per the format provided in this volume of the RFP at Annexure-II-D or Annexure-II-E (whichever is applicable) also needs to be submitted by the bidder.• In case of consortium, the sum of average annual turnover of all members.
9.	Relevant Past Experience Should have undertaken similar	Minimum 1 project of the value of minimum Rs. 20 Crores. OR	<u>Details Required</u> Project citation supported with Work order/Client Certificate/Work order along with certificate from CA/Statutory Auditor certifying value of project etc.



Sr. No.	Parameter	Pre-qualification Criteria	Document Required
	projects in any or all of the following areas of: a. Delivery of multi-locational, across the counter citizen service b. Operation and Maintenance of Citizen Service Centers (project should be in O&M Phase) as on the Bid Submission Date.	Minimum 2 projects of the value of minimum Rs. 12.5 Crores each. OR Minimum 3 projects of the value of minimum Rs. 10 Crores each	Herein the value of the project means: <ul style="list-style-type: none">• The contract value mentioned in the work order /contract.• In case of transaction-based model, where the contract value is not mentioned in the work order /contract, the bidder needs to provide the value as the revenue appropriated from these transactions. Herein the bidder needs to provide the certificate from the CA / Statutory auditor, having UDIN, confirming project value.• For calculating revenue, Statutory/ Government Fees will not be considered. <u>Submission Requirement</u> <ul style="list-style-type: none">• In case of sole bidder, the experience of the bidder as well as its associates shall be considered.• In case of consortium, the experience of lead bidder shall be considered.
10.	Manpower Strength (Average of last 3 financial years i.e. 2020-21, 2021-22 & 2022-23) a. Total manpower deployed on Projects including	<ul style="list-style-type: none">• Total manpower deployed on projects including on-roll + contractual + outsourced - 300• On-Roll - 60	<u>Details Required</u> Certificate from HR Head of the bidder along with EPFO details for both the criteria. Certificate from HR Head of outsourcing agency along with EPFO details for resources outsourced to bidder, if applicable. <u>Submission Requirement</u>



Sr. No.	Parameter	Pre-qualification Criteria	Document Required
	on-roll + contractual + outsourced. b. On-Roll		<ul style="list-style-type: none">• In case of sole bidder, the combined manpower strength of the bidder as well as its associates shall be considered.• In case of consortium, the combined manpower strength of all members shall be considered.• Contractual and outsourced manpower deployed on the project should be for 1 year or more.

Note:

- i. For the eligibility requirements, if information/data is provided by the bidders in foreign currency, equivalent rupee conversion shall be done using bills selling exchange rates of State Bank of India prevailing on last date of bid submission.
- ii. If the exchange rate for the respective dates is not available, the rate for the immediately available previous day shall be considered.
- iii. The document/statement, if found to be incorrect in any manner or part thereof, at any stage including after award of contract, shall result in forfeiture of EMD and/or PBG and the contract will also be terminated immediately.
- iv. All the documents to be submitted with bids must be signed by Authorized Signatory of the bidder.
- v. For the purpose of evaluation, same financial years for Net Worth, Turnover and profit shall be considered. e.g. if any bidder submitting the turnover for F.Y. 2018-19, 2019-20 & 2020-21 then Net Worth & profit shall be considered for same years (i.e. F.Y. 2018-19, 2019-20 & 2020-21) only.



4.21 Technical Proposal

The complete project requirements have been elaborated in this RFP. In line with this, Technical proposal should comprehensively indicate each of the following (in the order given below:

- a) Format for Technical Proposal: [Annexure-III](#)
- b) Format for Declaration on compliance with RFP requirements: [Annexure III-A](#)
- c) General Information of the bidder: [Annexure-II-C](#) along with supporting documents (Same Annexure as attached in Pre-Qualification Proposal)
- d) Relevant past Experience: [Annexure-II-I](#) (Same Annexure as attached in Pre-Qualification Proposal)
- e) Approach and Methodology of the project including:
 - i. Strategy for Implementation of project (*Detailed Supporting document*)
 - ii. Operational methodology (*Detailed Supporting document*)
 - iii. Implementation Strategy for delivery of services at doorstep (*Detailed Supporting document*)
 - iv. SLA Plan for meeting the SLA norms and Fault Management (Detailed Supporting document)
 - v. Highlight the associated risks / problems and plans for mitigation (*Detailed Supporting document*) [Annexure-III-E](#)
 - vi. Quality Assurance Plan of Manpower, Service Delivery etc. (*Detailed Supporting document*)
- f) Technical-Proposal checklist: [Annexure-III-B](#)
- g) Single Make and Model: The Bidder has to compulsorily quote Bill of Material of proposed hardware for only single make & model no. along with respective datasheets. Bids with multiple make and model for a single line item are liable to be rejected.

4.22 Technical Evaluation Criteria

- a) Technical proposals shall be evaluated, and marks shall be awarded as per criteria mentioned in [Annexure-III-C](#). Bids qualifying for minimum 70% marks shall be eligible for financial evaluation.

4.23 Financial Proposal

- a) The bidders shall submit a financial proposal for the project in terms of this RFP for both zones.
- b) Bidder may note that the contract shall be awarded zone-wise. In this regard, bidders may further note that **any conditional bid submitted by them shall be liable for rejection.**

5. Bid Evaluation Process

5.1. Evaluation of Bids

- a) The PSeGS will constitute a bid evaluation committee to evaluate the bid for the project.



- b) The bid evaluation committee constituted by the PSeGS 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 of bid.
- c) The decision of the bid evaluation committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation.
- d) The bid evaluation committee may ask for meetings with the bidders to seek clarifications regarding their bids.
- e) The bid evaluation committee reserves the right to reject any or all proposals, **in whole or in part (i.e., either for one Zone or for both)**, on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document.
- g) PSeGS may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- h) The bid evaluation committee may seek clarifications from the bidders at any stage of bid. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid. No additional documents/credentials will be entertained.
- i) In case the bid evaluation process has not been completed within the period stipulated herein, the PSeGS, may ask the bidders to extend the validity period of the bid as well as their EMD.

5.2. Disqualifications of Bids

- a) PSeGS may at its sole discretion and at any time during the evaluation of proposals, disqualify any bidder, **in relation to one or both Zones**, if the bidder has:
 - i. Made any misleading or false representations in the forms, statements and attachments submitted in its bid;
 - ii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
 - iii. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
 - iv. Failed to provide clarifications related thereto, when sought;
 - v. Submitted more than one proposal (directly/in-directly);
 - vi. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;
 - vii. Submitted a financial proposal with price adjustment/variation provision;
 - viii. Not submitted in as specified in the RFP document;
 - ix. Not submitted its proposals as specified in the RFP document;
 - x. Suppressed any details related to bid;



- xi. Submitted incomplete information, subjective, conditional offers, and partial offers;
 - xii. Not submitted documents as requested in the checklists/RFP;
 - xiii. Submitted bid with lesser validity period;
 - xiv. Any non-adherence/non-compliance to applicable terms and conditions specified in this RFP.
- b) If any bidder or prospective bidder is aggrieved that any decision, action or omission of PSeGS is in contravention to the provisions of The Punjab Transparency in Public Procurement Act, 2019 or the rules or guidelines issued thereunder, bidder may file an appeal to Principal Secretary, Department of Governance Reforms & Public Grievances, Government of Punjab within a period of 30 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which bidder feels aggrieved, in accordance with the provisions of The Punjab Transparency in Public Procurement Act, 2019 or the rules.
- c) Whoever intentionally files any vexatious, frivolous, or malicious appeal or complaint under The Punjab Transparency in Public Procurement Act, 2019, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine of Rs. 20 lakhs.
- d) A bidder who withdraws from the procurement process after opening of financial bids; or withdraws from the procurement process after being declared the successful bidder; or fails to enter in to procurement contract after being declared the successful bidder; or fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall in addition to the provisions of section 26 of “The Punjab Transparency in Public Procurement Act, 2019 or the rules” be punished with fine of Rs. 50 Lakhs.
- e) In case of any breach of code of integrity by the bidder or prospective bidder, as the case may be, the PSeGS may take appropriate measures in accordance to provisions of The Punjab Transparency in Public Procurement Act, 2019.

5.3. Evaluation of Pre-Qualification Proposals

The evaluation of the proposals will be done as per the details given below:

- a) For the evaluation of eligibility of a bidder, the documentation furnished by the bidders will be examined to check if all the eligibility requirements and furnished in accordance with the formats supplied are met.
- b) The PSeGS may ask the bidder for additional information with respect to the submitted documents whenever the PSeGS feels that such information would be required. This may also include reference checks to verify credentials supplied by the bidder.
- c) Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.

5.4. Evaluation of Technical Proposals

- a) Technical Proposals would be evaluated only for those bidders, who qualify the pre-qualification criteria.



- b) The Technical Proposals will be evaluated against the requirements specified in the RFP and the technical evaluation criteria.
- ~~c) Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.~~
- d) Consequent upon the technical evaluation, each technical proposal will be assigned a technical score out of a maximum of 100 marks. Bidders who score 70% (Seventy percent) or more will qualify for the evaluation of their financial proposals.

5.5. Evaluation of Financial Proposals

- a) The financial proposals of those bidders who qualify the technical evaluation stage as per section 5.4(d) will only be opened. Financial proposal(s) of non-technical qualified bidder(s) will not be opened.
- b) The evaluation of the financial proposals will be done by determining whether the financial proposals are complete and unconditional.
- c) The price quoted as indicated in the financial proposal shall be treated as final.
- d) Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the bidder shall be liable to fulfill its obligations for the scope of work stipulated in the contract within the total quoted price.
- e) No pre-tender or post-tender negotiation with any bidder including successful bidder shall be allowed.
- f) Any conditionality included in the financial proposal will lead to disqualification of the entire bid and forfeiture of the EMD.
- g) For each zone, the lowest bid shall be declared as most responsive bidder (L1).
- h) In case of a tie, the bidder having the highest technical score (T) among such bidders will be considered. Herein T would be considered up to 2 decimal places.
- i) In case a bidder is L1 in both the zones but does not meet the pre-qualification criteria for combined zones, then L2 of both zones will be checked and the lowest price between the two L2 will be declared as most responsive bidder (L1) for the zone. Accordingly, another zone will be allotted to L1. e.g. per transaction price quoted by three bidders are as under:

Bidders	Zone 1	Zone 2
Bidder 1	Rs. 100	Rs. 105
Bidder 2	Rs. 120	Rs. 102
Bidder 3	Rs. 98	Rs. 98

Case 1: Bidder 3 is L1 in both the zones and fulfilling the stipulated pre-qualification criteria for both zones therefore Bidder 3 will be declared as most responsive bidder (L1) in both the zones.

Case 2: Bidder 3 is L1 in both the zones but not fulfilling the stipulated pre-qualification criteria for both zones then L2 of both zones will be checked. In the above case, Bidder 1 is L2 in zone 1 and Bidder 2 is L2 in zone 2. As Bidder 1 quoted the less price (i.e., Rs. 100) compared to Bidder 2 (i.e., Rs. 102), hence, Bidder 1 shall be declared as most responsive Bidder (L1) in Zone 1 and Bidder 3 will be declared as most responsive



bidder (L1) in zone 2. **In case of tie between L2, above mentioned clause h shall be applicable.**

5.6. Errors & Rectification

- a) If there is a discrepancy between words and figures of the rate quoted , the amount in words will prevail.
- b) If the bidder doesn't accept the correction of error(s) as specified, its bid will be liable to be rejected.

6. Award of Contract

6.1. Award Criteria

- a. After evaluation of the bids, a contract will be awarded to the successful bidder which has been determined as the L1 bid for a specific zone or both zones, whose proposal conforms to the RFP and is, in the opinion of the PSeGS, the most advantageous and represents the best value to the project, price and other factors considered.

6.2. Notification of Award

- a) The PSeGS will notify in writing by issuing a Letter of Award ("LOA") the name of the successful bidder(s) for a zone or both zones (as the case may be). Upon submission of the Performance Bank Guarantee by the successful bidder(s), the contract signing process will commence. Further, upon incorporation of the SPV(s) by the successful bidder(s) with whom the contract would be entered into, the successful bidder(s) shall submit the shareholding pattern of the SPV(s) to PSeGS.
- b) The notification of LOA shall not constitute the formation of any contract. Upon the successful bidder(s)' furnishing of Performance Bank Guarantee(s), the PSeGS will notify each unsuccessful bidder and return their EMD.

6.3. Signing of Contract

Once the PSeGS notifies the successful bidder that its bid has been accepted for a zone or both zones as the case may be through a LOA, subject to the successful bidder(s) submitting the Performance Bank Guarantee(s) and fulfilling terms and condition of this RFP, the PSeGS shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between the PSeGS and the successful bidder(s) for a zone or two zones (as the case may be). For avoidance of doubt, it is hereby clarified that in the event one successful bidder has been awarded the contract for one zone or for both the zones, only one SPV will be formed for all the zones where the bidder has been declared most responsive. Provided that such SPV shall enter into separate contracts for each zone awarded to the successful bidder shall be entered into between PSeGS and the successful bidder(s).

6.4. Failure to agree with the Terms and Conditions of the RFP

- a) In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibilities (pre-qualifications, technical qualification, financial) conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith. If such



successful bidder(s) has been appointed or LOA(s) has been issued, notwithstanding anything to the contrary contained therein or in this RFP, such contract(s) or the LOA(s) (as the case may) be liable to be terminated forthwith, by a communication in writing by the PSeGS to the bidder(s), without the PSeGS being liable in any manner whatsoever to the bidder(s).

6.5. Performance Bank Guarantee

- a) The successful bidder(s) at its/their own expense shall submit, within 7 working days of the date of issuance of LOA(s), an unconditional and irrevocable Performance Bank Guarantee(s) ("**PBG**") (as per the prescribed format provided in Volume-III MSA of this RFP) from a nationalized bank in a manner acceptable to the PSeGS, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- b) In the event of the successful bidder being unable to fulfil its obligation or non-compliance of the terms and conditions stipulated in the contract for any reason whatsoever, the PSeGS would have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the PSeGS under the contract in the matter, the proceeds of the PBG shall be payable to the PSeGS as compensation for the successful bidder's failure to perform/comply with its obligations under the contract.

6.6. Fraud and Corruption

- a) All the bidders must observe the highest standards of ethics during the process of selection of service operator and during the performance and execution of contract. Notwithstanding anything to the contrary contained herein, the PSeGS may reject a bid 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 in the bidding process.
- b) Without prejudice to the rights of the PSeGS under Clause 6.6 (a) hereinabove, if any bidder is found by the PSeGS 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 bidding process, such bidder shall not be eligible to participate in any tender issued by the PSeGS during a period of 2 (two) years from the date such bidder is found by the PSeGS 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, as the case may be.
- c) For this purpose, definitions of the terms are set forth as follows:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Society or its personnel in contract executions.
 - ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive the society of the benefits of free and open competition.
 - iii. "Unfair trade practice" means supply of services different from what is ordered on or change in the Scope of Work given in RFP.



- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- d) PSeGS will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, or unfair trade practices.
- e) PSeGS will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of the project, if bidder is found to be engaged in corrupt, fraudulent, and unfair trade practice in competing for, or in executing, the contract at any point of time.
- f) The bidder will not engage or retain any consultant/individual to facilitate or lobby for award of project. Canvassing by its agent(s) for getting the project awarded will be construed as corrupt practice.

6.7. Sub-Contracting

- a) The selected bidder(s) is allowed to sub-contract any of the non-core project activity except the work relating to core day to day operations of Sewa Kendras. Selected bidder(s) shall not sub-contract any work related to the project without prior written consent of PSeGS. The selected bidder(s) is allowed to sub-contract following activities:
 - i. Housekeeping of Sewa Kendras
 - ii. Consumables management
 - iii. Cash management
 - iv. Insurance and AMC
 - v. Security Services
 - vi. Manpower services for Counter Operator, Helpdesk Operator, Door-step Operator and Security Guard
- b) Any such subcontract shall be undertaken on an arm's length basis.
- c) The subcontracting agency needs to be registered as an entity in India under the applicable laws and agency must have a valid PAN card & GST number.



7. Annexures

Annexure-I Format for Submission of Queries

Sr. No.	Volume	Section Number	Page Number(s)	Content of RFP requiring Clarification(s)/Section Heading	Points of Clarification



Annexure-II
Format for Pre-Qualification Proposal

Annexure-II-A
Format for Bid Covering Letter

(To be filled offline, signed, stamped, and uploaded)

The Member Secretary

Punjab State e-Governance Society
O/o Directorate of Governance Reforms and Public Grievances
Plot no. D-241, Industrial Area,
Phase 8B, Sector-74, S.A.S. Nagar

Ref: Request for Proposal: Selection of Service Operator(s) to Operate, Maintain and Manage Sewa Kendras (RFP NO.: PSeGS/Sewa Kendras/2023/1)

Dear Sir,

With reference to your RFP Document dated 27.07.2023, I/we, having examined the RFP Document and addenda thereof, understood its contents, hereby submit our Bid for Qualification of <<one zone / both the zones>> for the aforesaid project. The Bid is unconditional and unqualified.

1. I / We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexes are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a bidder to operate, maintain and manage the aforesaid project.
3. I/ We shall make available to the PSeGS any additional information it may find necessary or required to supplement or authenticate the Qualification statement.
4. I/ We acknowledge the right of the PSeGS to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/any of the consortium members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on integrity on our part.
6. I/ We declare that:



- a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by the PSeGS;
 - b. I/ We do not have any conflict of interest in accordance with the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the bidders to bid for the project, without incurring any liability to the bidders, in accordance with the RFP Document.
 8. I/ We believe that we/our consortium/proposed consortium satisfy(ies) and meet(s) all the requirements as specified in the RFP Document and are/ is qualified to submit a bid.
 9. I/ We declare that we/ any member of the consortium, or our/ its Associates are not a Member of a/ any other consortium applying for pre-qualification.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory authority is pending either against us/any Member of the consortium or our/their Associates or against our CEO or any of our directors/ managers/ employees.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 14. The power of attorney for signing of Bid [and the power of attorney for Lead Member of consortium]¹, as per format provided in the RFP, are also enclosed.
 15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the PSeGS in connection with the selection of bidders, selection of the bidder, or in connection with the selection/ bidding process itself, in respect of the above-mentioned project and the terms and implementation thereof.

¹ In case of Consortium



16. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document including addenda.
17. I/We undertake that all the prices mentioned in our Proposal are in accordance with the terms as specified in the RFP document. All the prices and other terms and conditions of this Bid are valid for a period of 90 days from the date of submission of the Proposal.
18. I/ We agree and undertake that I/ we shall jointly and severally guarantee and be liable for discharging all obligations and liabilities of the Service Operator relating to the project and in accordance with the terms of the RFP and the contract, for the entire term of the contract.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the sole bidder/ Lead Member

**Annexure-II-B****Pre-Qualification Checklist**

(To be filled offline, signed, stamped, and uploaded)

Sr. No.	Eligibility Criteria	Documents to be submitted	Documents attached	Reference / Page no.
1.	RFP Document Fee	Online Payment Receipt		
2.	Format for Bank Guarantee for EMD	As per Annexure-II-M		
3.	Format for Bid Covering Letter	As per Annexure-II-A		
4.	Format for Furnishing General Information	As per Annexure II-C		
5.	Power of attorney/ Board resolution in name of authorized signatory (sole bidder or lead member in case of consortium)	As per Annexure-II-D or Annexure-II-E (as applicable)		
6.	Consortium Agreement or Deed of Guarantee as the case may be	As per Annexure-II-F or Annexure-II-G (as applicable)		
7.	Format for providing Average Annual Turnover, Profit Details	As per Annexure II-H		
8.	Format for furnishing details regarding Relevant Past Experience	As per Annexure II-I		
9.	Blacklisting (Self-Declaration)	As per Annexure-II-J		
10.	Breach of contract (Self-Declaration)	As per Annexure-II-K		
11.	Undertaking for Disclosure of Disputes pending at various level of Court/ Executive/Arbitration	As per Annexure-II-L		

Also include all other details & documents as mentioned in the pre-qualification criteria

**Annexure-II-C****Format for Furnishing General Information**

(To be filled offline, signed, stamped and uploaded)

Bid Reference No.: PSEGS/SEWA KENDRAS/2023/1

[Bidders are required to provide details as per following format separately for all members of consortium and associates as well in case of sole bidder as applicable. The information will be used to check conformance of bidders to the Pre-qualification criteria. Bidder must submit requisite supporting proof as mentioned under the "Reference Documents" column and the reference page number of the supporting proof document must be entered in the "Page No." column. In case bidders desire to add more citations, these may be appended at last in the format. However, number of such citations should be restricted to a maximum of 5 citations as only the first 5 citations may be considered for the pre-qualification evaluation]

Sr. No.	Particulars	Reference Documents	Page Number
1.	Name of bidder	--	
2.	Contact Details	--	
	a) Address		
	b) Telephone		
	c) Fax		
	d) Email		
e) Website			
3.	Registration Details	<<as per the details required in pre-qualification criteria>>	
	a) Incorporation Number / Registration Number		
	b) Date of Incorporation / Registration		
	c) Authority		
	<ul style="list-style-type: none">Country of Incorporation		



Sr. No.	Particulars	Reference Documents	Page Number
4.	Operating Detail	<<as per the details required in pre-qualification criteria Sr. No. 1.2. >>	
5.	Average Annual Turnover during the 3 consecutive financial years out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	<<as per the details required in pre-qualification criteria>>	
	a) 2018-19		
	b) 2019-20		
	c) 2020-21		
	d) 2021-22		
	e) 2022-23		
	Average		
6.	Profit-Making entity in at least 2 out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	<<as per the details required in pre-qualification criteria>>	
	a) 2018-19		
	b) 2019-20		
	c) 2020-21		
	d) 2021-22		
	e) 2022-23		
7.	Net Worth in the 3 consecutive financial years out of the last 5 financial year (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	<<as per the details required in pre-qualification criteria>>	



Sr. No.	Particulars	Reference Documents	Page Number
	a) 2018-19		
	b) 2019-20		
	c) 2020-21		
	d) 2021-22		
	e) 2022-23		
8.	Relevant project experience	<<as per the details required in pre-qualification criteria>>	
	<u>Project No.1</u>	Please note that while providing the description of the projects bidders need to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.	
	a) Name of Client		
	b) Address		
	c) Contact Person Name & Contact No. of Client		
	d) Project Name and brief scope		
	e) Start Date		
	f) End Date		
	g) Duration		
	h) Order Value		
	<u>Project No.2</u>		
	a) Name of Client		
	b) Address		
	c) Contact Person Name & Contact No. of Client		
	d) Project Name and brief scope		
	e) Start Date		



Sr. No.	Particulars	Reference Documents	Page Number
	f) End Date		
	g) Duration		
	h) Order Value		
	<u>Project No.3</u>		
	a) Name of Client		
	b) Address		
	c) Contact Person Name & Contact No. of Client		
	d) Project Name and brief scope		
	e) Start Date		
	f) End Date		
	g) Duration		
	h) Order Value		
9.	<u>Project No.4</u>		
	a) Name of Client		
	b) Address		
	c) Contact Person Name & Contact No. of Client		
	d) Project Name and brief scope		
	e) Start Date		
	f) End Date		
	g) Duration		
	h) Order Value		



Sr. No.	Particulars	Reference Documents	Page Number
10.	Manpower (No. of Professionals)	<<as per the details required in pre-qualification criteria>>	
	a) Total Deployed on Projects (On Roll + Contractual + Outsourced)		
	b) On-Roll		
11.	Blacklisting	<<as per the details required in pre-qualification criteria>>	
12.	Breach of contract	<<as per the details required in pre-qualification criteria>>	
13.	Name of Authorized Signatory	Power of attorney/Board resolution in name of authorized signatory, duly authorizing the person signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder. Power of Attorney as per Annexure-II-E in case of consortium	
	a) Position		
	b) Telephone		
	c) Fax		
	d) Mobile		
	e) Email		

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....



Annexure-II-D

Power of Attorney for Signing of the Bid

Power of Attorney in Favour of Authorized Signatory

[On appropriate Stamp Paper]

KNOW ALL MEN BY THESE PRESENTS, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is presently employed with [us]/[the Lead Member of our consortium] and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for 'Selection of Service Operator to operate, maintain and manage Sewa Kendras in the State of Punjab' ("**Project**") proposed by the PSeGS including but not limited to signing and submission of our Bid and other documents and writings, participate in the Pre-Bid Meeting and providing information/responses to the PSeGS, representing us in all matters before the PSeGS, signing and execution of all contracts including the contract and undertakings consequent to acceptance of our Bid, and generally dealing with the PSeGS in all matters in connection with or relating to or arising out of our Bid for the said project and/or upon award thereof to us and/or till the execution of the contract for the project with the PSeGS or any entity representing the PSeGS.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2023.

For _____

(Signature, name, designation and address)



Witnesses:

1.

(Signature)

(Name, Title and Address)

2.

(Signature)

(Name, Title and Address)

Accepted by:

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The bidder should submit for verification the extract of the charter documents and documents such as a shareholders' or Board resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued in India, the document will need to be notarized in India.*
- *For a Power of Attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by bidders from countries that have signed the Hague Legislation Convention, 1961 (and to which India has not taken an objection (or vice versa)) are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



Annexure-II-E

Power of Attorney in favour of Lead Member of Consortium

[On Appropriate Stamp Paper]

WHEREAS the PSeGS has invited Bids from eligible bidder for 'Selection of Service Operator to operate, maintain and manage Sewa Kendras in the state of Punjab' ("**Project**");

WHEREAS, _____ and _____ (collectively the "**Consortium**") being Members of the consortium are interested in bidding for the project at in accordance with the terms and conditions of the Bidding Documents; and

WHEREAS, it is necessary for the Members of the consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's bid for the project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, and M/s. _____, having our registered office at _____, (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the consortium, as the Lead Member and true and lawful attorney of the consortium (hereinafter referred to as the "**Attorney**").

AND We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the consortium and any one of us during the bidding process and, in the event the consortium is awarded the contract for the project at, during the execution of the project, and in this regard, to do on our behalf and on behalf of the consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the project, including but not limited to signing and submission of bids and other documents and writings, participate in the pre-bid Conference, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the consortium and generally to represent the consortium in all its dealings with the Authority, and/or any other agency or any person, in all matters in connection with or relating to or arising out of the consortium's bid for the project and/ or upon award thereof till the contract is entered into with the authority.

AND We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney (including its delegate) pursuant to



and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the consortium.

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

For _____
(Name & Title)

For _____
(Name & Title)

For _____
(Name & Title)

Witnesses:

- 1.
- 2.

Accepted by:

(Signature, Address and Seal of Lead Member)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Member of the consortium should submit for verification the extract of its charter documents and documents such as a shareholders' or Board resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the consortium member.*



- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued in India, the document will need to be notarized in India.*
- *For a Power of Attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by bidders from countries that have signed the Hague Legislation Convention, 1961 (and to which India has not taken an objection (or vice versa)) are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



Annexure-II-F
Format of Consortium Agreement

Consortium Agreement

(To be executed on Stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the day of 20...

BETWEEN

1. {....., a company incorporated under the} and having its registered office at
(Hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company incorporated under the} and having its registered office at
(Hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First and Second Part are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS

(A) PSeGS invites proposals from eligible bidders for selection of service operator to operate, manage and maintain Sewa Kendras ("**Project**") through an open competitive Bidding Process in accordance with the procedure set out herein.

(B) The Parties are interested in jointly bidding for the project as members of a consortium for the Project and in accordance with the terms and conditions of the bidding documents issued by the authority in respect of the project; And it is a necessary condition under the RFP document that the members of the consortium shall enter into a consortium agreement and furnish a copy thereof with the bid. Therefore, the parties have entered into this agreement and the bid will be submitted by the consortium in accordance with the terms of this agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.



2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the award of the contract for the project.
- 2.2 The Parties hereby undertake to participate in the bidding process only through this consortium and not individually and/or through any other joint venture, consortium or association constituted for this project, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the consortium is declared the Successful bidder and awarded the project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Companies Act or the LLP Act for entering into a contract with the PSeGS and for performing all its obligations as the Service Provider in terms of the contract for the project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) [_____] shall be the Lead member of the consortium and shall have the power of attorney from all parties for conducting all business for and on behalf of the consortium during the Bidding Process and until the effective date under the contract when all the obligations of the SPV shall become effective; and
- (b) [_____] shall be the [_____] Member of the consortium.

5. Joint and Several Liabilities

Each Party agrees that if the consortium is selected as the selected bidder, it undertakes to be jointly and severally guaranteed and to be liable for discharging all obligations and liabilities of the Service Operator relating to the project and in accordance with the terms of the RFP and the contract, until discharge of all of the obligations and liabilities of the Service Operator under the contract, for the entire term of the contract.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding / ownership among the Parties in the SPV shall be as follows:

Lead Member: [insert] %

Second Party: [insert] %

Each Party undertakes that if the consortium is selected as the successful bidder for the project it shall: (i) subscribe to at least 26% (twenty six percent) of the Equity of the SPV; and (ii) at all times during the term of the contract , hold the legal and beneficial ownership of not less than 26% of the Equity of the SPV and 26% of the voting rights in the SPV, if such Party’s experience, Net-worth and Turnover has been relied upon by the consortium for the



purposes of qualification of the consortium for the project in terms of the RFP. The said condition shall without any exception or condition apply to the lead member.

- 6.2 The parties undertake that if the consortium is selected as the successful bidder for the project, they shall (i) collectively directly, hold 100% (one hundred per cent) of the Equity of the SPV and 100% (one hundred per cent) of the voting rights in the SPV, at all times during the term of the contract. (ii) individually hold at least [26% (twenty six percent)] of the Equity of the SPV and [26% (twenty six percent)] of the voting rights in the SPV, at all times during the term of the contract.
- 6.3 The Parties undertake that they shall comply with all Equity lock-in requirements set forth in the RFP and the contract.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, fees or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and



- (e) Such Party is not insolvent, bankrupt, or subject to any liquidation or winding-up or analogous proceedings.

8. Termination

- 8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect from the date hereof and until the date of expiry or termination of the contract, if the contract is awarded to the consortium. However, if the consortium is either not prequalified or does not get selected for award of the project, this Agreement will stand terminated following the return of the Bid Security by the PSeGS.
- 8.2 The Parties may terminate this Agreement prior to the expiration or termination of the contract only with the prior written consent of the PSeGS.

9. Benefits for Third Party

The Parties agree that this consortium Agreement is executed for the benefit of the PSeGS and the PSeGS shall have the right to enforce the commitments and undertakings of the Parties that are contained in this consortium Agreement, including by forfeiting and appropriating the Bid Security or the Performance Security, as relevant, as the reasonable damages likely to be suffered by the PSeGS as a result of any Party's failure to comply with the terms of this consortium Agreement.

10. Miscellaneous

- 10.1 This consortium Agreement shall be governed by laws of India.
- 10.2 The Parties shall not amend or vary any of the terms of this Agreement at any time during the bid validity period and if the consortium is chosen as the successful bidder for the award of the contract for the project, until the expiry or termination of the contract, without the prior written consent of the PSeGS.
- 10.3 No Party shall assign its rights or transfer its rights and obligations under this agreement to any other party or to any third party, without the prior written consent of the PSeGS.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)



SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each consortium agreement should attach a copy of the extract of the charter documents and documents such as a shareholders' or Board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Consortium Agreement on behalf of the consortium Member.*
3. *For a consortium agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the consortium agreement provided by bidders from countries that have signed the Hague Legislation Convention, 1961 (and to which India has not taken an objection (or vice versa)) are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



Annexure-II-G
Associate Guarantee

(To be executed on stamp paper of requisite value and notarized)

Deed of Guarantee

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name of Associate / Guarantor) a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

Punjab State e-Governance Society (PSeGS), Department of Governance Reforms and Public Grievances having its Registered Office at D-241, Phase 8B, Industrial Area, S.A.S. Nagar hereinafter called “PSeGS” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (Mention complete name of bidder), a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by PSeGS, submitted their Bid number to PSeGS with one of the condition that the Company shall arrange a guarantee from its associate guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by PSeGS at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for PSeGS to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

- 1) The Guarantor (Associate) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by PSeGS, take up the job without any demur or objection, in continuation



and without loss of time and without any cost to PSeGS and duly perform the obligations of the Company to the satisfaction of PSeGS.

- 2) The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company by PSeGS.
- 3) The Guarantor shall be jointly with the Company has also severally responsible for satisfactory performance of the contract entered between the Company and PSeGS.
- 4) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and PSeGS. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
- 5) The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and affect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
- 6) The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Chandigarh, India.
- 7) The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- 8) The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Guarantor /Associate)

M/s _____

Signature _____

Full Name _____

Designation _____

Common Seal _____

Instructions for furnishing the guarantee:

1. Guarantee should be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.



“Obligation contained in the deed of guarantee No._____ furnished against tender No. PSEGS/SEWA KENDRAS/2023/1 are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

5. The Agreement entered by the Company with the Guarantor (as referred above, in terms of which the Guarantor will provide technical and such other supports as may be necessary for performance of the work).

**Annexure-II-H****Format for providing Average Annual Turn-over, Profit Details**

(To be filled offline, signed, stamped and uploaded)

- a) The bidder will furnish information as per the table below, related to turnover and profit details separately for sole bidder as well as its Associates and all such members in case consortium who would have an Equity share of at least 26% each in the SPV as detailed out in the consortium agreement submitted by the bidder. Extracts from the audited balance sheet and profit & loss or Annual financial reports along with certificate from the Statutory Auditor/ Practicing Chartered Accountant.

Financial Details (as per audited Balance Sheet and Profit and Loss Account)													
Sr. No.	Name of bidder	Turnover and Profit of the bidder (Rs. in Cr.)											
		FY 2018-19		FY 2019-20		FY 2020-21		FY 2021-22		FY 2022-23		Average of last 3 FYs	
		Turnover	Profit (before tax)	Turnover	Profit (before tax)	Turnover	Profit (before tax)	Turnover	Profit (before tax)	Turnover	Profit (before tax)	Turnover	Profit (before tax)

**Annexure-II-I****Format for furnishing details regarding Relevant Past Experience***(To be filled offline, signed, stamped and uploaded)*

- a) The bidder will furnish the details of experience required for each of the assignment of the bidder as per the format given below. Scanned signed copies of Work Orders, contract Copies and Client Certificates that furnish the required information for all the projects must be provided.
- b) While providing the description of the projects, bidders need to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.

Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexures, if required)
1.	Name of the Assignment	
2.	Name of bidder who executed the project	
3.	Department / Agency for which executed (Client)	
4.	Name & contact detail of reference person for the above department/ agency (Client)	
5.	Total cost of project (in Crores)	
6.	Total cost of the services provided by the respondent (in Crores)	
7.	Copy of work order/contract agreement enclosed for the reference (Yes/No)	
8.	Assignment Start (Month & Year)	
9.	Assignment End (Month & Year)	
10.	Location	
11.	Number of manpower Deployed	
12.	Geographical coverage (No. of Locations)	
13.	Relevant Scope of the Assignment including core technology components & tools deployed,	



Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexures, if required)
	security architecture (Provide annexure if required)	
14.	Outcomes/Deliverables of the project	
15.	Detailed description of the impact and benefits of the project and sustainability of the project	



Annexure-II-J
Blacklisting (Self-Declaration)

[The undertaking needs to be provided separately by the bidder as well as its associates and all the members in case of consortium]

Date: DD-MM-YYYY

The Member Secretary

Punjab State e-Governance Society (PSeGS)
O/o Department of Governance Reforms and Public Grievances,
Plot No. D-241, Industrial Area
Phase 8B, Sector 74, Industrial Area
S.A.S. Nagar, Punjab

Ref: Request For Proposal (RFP): Selection of Service Operator(s) to Operate, Maintain and Manage Sewa Kendras

Dear Sir/Madam

We undertake that we have not been declared ineligible or blacklisted by any entity of Govt. of India / Govt. of Punjab / other State Govt. / Govt. Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason in last 3 years as on date of issuance of this RFP.

We further undertake that we are not having any criminal/fraud cases against it, its owner or proprietor or any partner or having been convicted for violation of any law in force during in 3 years as on date of issuance of this RFP.

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)



Annexure-II-K

Breach of Contract (Self-Declaration)

[The undertaking needs to be provided separately by the bidder as well as its associates and all the members in case of consortium]

Date: DD-MM-YYYY

The Member Secretary

Punjab State e-Governance Society (PSeGS)

O/o Department of Governance Reforms and Public Grievances,

Plot No. D-241, Industrial Area

Phase 8B, Sector 74, Industrial Area

S.A.S. Nagar, Punjab

Ref: Request for Proposal (RFP): Selection of Service Operator(s) to Operate, Maintain and Manage Sewa Kendras.

Dear Sir/Madam

We undertake that we have not been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies during the past 3 years as on date of issuance of this RFP .

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)



Annexure-II-L

Undertaking for Disclosure of Disputes pending at various level of Court/Executive/ Arbitration

[The undertaking needs to be provided separately by the bidder as well as its associates and all the members in case of consortium]

Date: DD-MM-YYYY

The Member Secretary

Punjab State e-Governance Society (PSeGS)

O/o Department of Governance Reforms and Public Grievances,

Plot No. D-241, Industrial Area

Phase 8B, Sector 74, Industrial Area

S.A.S. Nagar, Punjab

Ref: Request for Proposal (RFP): Selection of Service Operator(s) to Operate, Maintain and Manage Sewa Kendras

Dear Sir/Madam

We undertake that we have the following disputes pending at various level of Court/ Executive/ Arbitration. We further, undertake that the disputes given below have no adverse impact on this bid/project. In case of any adverse impact in future due to following disputes, PSeGS reserve the rights to take any appropriate action against us.

Sr. No.	Name of Client	Nature of Dispute	Level of Dispute (Court/Executive/Arbitration)	Status as on Bid Submission Date

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)



Annexure-II-M

Format for Bank Guarantee for EMD

[To be executed on Stamp paper of appropriate value]

B.G. No.

Dated:

1. In consideration of *Punjab State e-Governance Society (PSeGS), Department of Governance Reforms and and Public Grievances, having its office at plot no. D-241, Phase-8, Industrial Area, Sec-74, S.A.S. Nagar, Punjab, India* (hereinafter referred to as the "**PSeGS**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [Insert name of the sole bidder or all members of the consortium, as the case may be], a company registered under provision of the Companies Act or from outside India under equivalent law and having its registered office at ____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the 'Selection of the Service Operator to Operate, Maintain and Manage the Sewa Kendras and Door-Step Delivery Services in the state of Punjab ("Project") pursuant to the RFP Document dated ***** issued in respect of the project, we [Name of the Bank] having our registered office at ____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said bidder and unconditionally and irrevocably undertake to pay forthwith to the PSeGS an amount of (Rs. [●] (Rupees [●])) as bid security/earnest money deposit (hereinafter referred to as the "**EMD**"/"**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the bidder if the bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the Authority stating that the bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the bidder or any other person and irrespective of whether the claim of the PSeGS is disputed by the bidder or not merely on the first demand from the PSeGS stating that the amount claimed is due to the PSeGS by reason of failure of the bidder to fulfil and comply with the terms and conditions contained in the RFP Document including failure of the said bidder to keep its Bid valid during the Bid Validity Period as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [Rs. [●] (Rupees [●])]. (Value of EMD)



- b) This Guarantee shall be irrevocable and remain in full force for a period of 90 days from the last date of bid submission. Further, validity period may be ~~of not less than [90 (Ninety)] days or for such~~ extended as mutually agreed between the PSeGS and the bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the PSeGS shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, inter alia, the failure of the bidder to keep its bid open during the bid validity period set forth in the said RFP Document, and the decision of the PSeGS that the bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the PSeGS and the bidder or any dispute pending before any court, tribunal, arbitrator or any other PSeGS.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the bidder or the bank or any absorption, merger or amalgamation of the bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the PSeGS shall be entitled to treat the Bank as the principal debtor. The PSeGS shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the bids or the Bid Validity Period or the period for conveying acceptance of Letter of Award by the bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the PSeGS, and the bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said bidder or any other forbearance, act or omission on the part of the PSeGS or any indulgence by the PSeGS to the said bidder or by any change in the constitution of the PSeGS or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
- h) It shall not be necessary for the PSeGS to proceed against the said bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the PSeGS may have obtained from the said



bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the PSeGS in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid up to _____.

Signed and Delivered by _____ Bank

By the hand of Mr. /Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



Annexure-III
Format for Technical Proposal

Annexure-III-A
Format for Declaration on Compliance with RFP requirements

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

The Member Secretary

Punjab State e-Governance Society (PSeGS)
O/o Department of Governance Reforms and Public Grievances,
Plot No. D-241, Industrial Area
Phase 8B, Sector 74, Industrial Area
S.A.S. Nagar, Punjab

Ref: Request for Proposal: Selection of Service Operator(s) to Operate, Maintain and Manage Sewa Kendras (RFP NO.: PSeGS/Sewa Kendras/2023)

Dear Sir/Madam

We, ----- (name of the bidder) hereby confirm our compliance to the provisions of the RFP Document.

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

**Annexure-III-B****Technical Proposal Checklist**

(The Technical Proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical Proposal)

Sr. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Be in business for more than last 3 years as on last date of bid submission	As per the details required in technical evaluation criteria	Yes / No	
2.	Average turnover during the 3 consecutive financial years out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	Annexure-II-H <<as per the details required in technical evaluation criteria>>	Yes / No	
3.	Manpower deployed and Manpower on roll (Average of last 3 financial years i.e. 2020-21, 2021-22 & 2022-23)	Certificate from HR Head of the bidder. Certificate from HR Head of outsourcing agency for resources outsourced to bidder, if applicable.	Yes/No	
4.	Relevant Past Experience	Annexure-II-I <<as per the details required in technical evaluation criteria>>	Yes/No	
5.	Declaration with Requirement of RFP Requirements	Annexure-III-A	Yes/No	
6.	Proposed IT Hardware compliance sheet of each hardware item with references to hardware data sheets/OEM	Hardware compliance sheet of each hardware item with references to hardware data sheets/OEM	Yes/No	



Sr. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
7.	Proposed Non-IT Hardware compliance sheet of each hardware item with references to hardware data sheets/OEM along with MAFs	Hardware compliance sheet of each hardware item with references to hardware data sheets/OEM along with MAFs as per Annexure-III-D	Yes/No	
8.	OEM and bidder should comply with GoI's OM No. 6/18/2019-PPD dated 23.07.2020.	Necessary Compliance letter	Yes/No	



Annexure-III-C
Technical Evaluation Criteria

Technical Evaluation Criteria to for both zones

Sr. No.	Parameter Description	Evaluation Parameter	Evaluation Criteria						Supporting Documents required
			Range 1	Marks 1	Range 2	Marks 2	Range 3	Marks 3	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
I	Organization Profile								
1	Be in business for more than 3 years as on last date of bid submission	No. of Years	>=3 & <=5	5	>5 & <=8	8	>8	10	Certification from statutory auditor/ practicing Chartered Accountant/work order. Submission Requirement <ul style="list-style-type: none">• Sole bidder• All members in case of consortium
2	Average annual turnover during the 3 consecutive financial years out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	In Crores	>=100 & <=150	5	>150 & <=200	8	>200	10	Extracts from the audited balance sheet and profit & loss or Annual financial reports along with the certificate from the Statutory Auditor/ Practicing Chartered Accountant, having UDIN. For the purpose of evaluation, the combined average annual turnover of the sole bidder along with its associates shall be considered. In case of consortium, sum of average turnover of all members shall be considered.
3	Manpower deployed at various projects including on-roll +	No. of manpower	>=500 & <=750	5	>750 & <=1000	10	>1000	15	Certificate from HR Head of the bidder. Certificate from HR Head of outsourcing agency for resources outsourced to bidder, if applicable.



Sr. No.	Parameter Description	Evaluation Parameter	Evaluation Criteria						Supporting Documents required
			Range 1	Marks 1	Range 2	Marks 2	Range 3	Marks 3	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
	contractual + outsourced. (Average of last 3 financial years i.e. 2020-21, 2021-22 & 2022-23)								<i>In case of sole bidder, the combined manpower strength of the bidder as well as its associates shall be considered.</i> <i>In case of consortium, the combined manpower strength of all members shall be considered.</i>
4	Manpower on pay roll (Average of last 3 financial years i.e. 2020-21, 2021-22 & 2022-23)	No. of Manpower	>=100 & <=200	5	>200 & <=300	10	>300	15	Certificate from HR Head of the bidder. <i>In case of sole bidder, the combined manpower strength of the bidder as well as its associates shall be considered.</i> <i>In case of consortium, the combined manpower strength of all members shall be considered.</i>
Sub-Total (Organization Profile)								50	
II	Relevant Past Experience								
1	Similar projects in any or all of the following areas of: a. Delivery of multi-locational, across the counter citizen service b. Operation and Maintenance	No. of projects	1 Project >= Rs. 35 Cr. Crores OR 2 Projects >= Rs. 25 Crores each.	10	2 Projects >= Rs. 35 Crores each. OR 3 Projects >= Rs. 25 Crores each.	20	3 Projects >= Rs. 35 Crores each. OR 4 Projects >= Rs. 25 Crores each.	25	Project Citation supported with Work order/Client Certificate/Work order along with certificate from practicing Chartered Accountant (CA)/Statutory Auditor certifying value of project etc. Herein the value of the project means: <ul style="list-style-type: none"> The contract value mentioned in the work order /contract. In case of transaction-based model, where the contract value is not mentioned in the work order /contract, the bidder needs to



Sr. No.	Parameter Description	Evaluation Parameter	Evaluation Criteria						Supporting Documents required
			Range 1	Marks 1	Range 2	Marks 2	Range 3	Marks 3	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
	of Citizen Service Centres		OR 3 Projects >= Rs. 20 Crores each		OR 4 Projects >= Rs. 20 Crores each		OR 5 Projects >= Rs. 20 Crores each		provide the value as the revenue appropriated from these transactions. Herein the bidder needs to provide the certificate from CA/Statutory auditor, having UDIN, confirming project value. <i>The experience of sole bidder as well as its associates shall be considered.</i> <i>In case of consortium, the experience of lead bidder shall be considered.</i>
2	Should have experience in handling more than 20 lacs transactions related to citizen service delivery in any one out of last 3 Financial years	No. of transactions	>=20 lacs & <=35 lacs	10	>35 lacs & <=50 lacs	20	>50 lacs	25	Work order/Client Certificate/Work order along with self-certified letter mentioning No. of transactions. <i>The experience of sole bidder as well as its associates shall be considered.</i> <i>In case of consortium, the experience of lead bidder shall be considered.</i>
Sub-Total (Relevant Past Experience)								50	
Total								100	



Technical Evaluation Criteria to for one zone

Sr. No.	Parameter Description	Evaluation Parameter	Evaluation Criteria						Supporting Documents Required
			Range 1	Marks 1	Range2	Marks2	Range3	Marks3	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
I	Company Profile								
1	Be in business for more than 3 years as on last date of bid submission	No. of Years	>=3 & <5	5	>5 & <=8	8	>8	10	Certification from statutory auditor/ practicing Chartered Accountant/work order. Submission Requirement <ul style="list-style-type: none"> Sole bidder All members in case of consortium
2	Average annual turnover during the 3 consecutive financial years out of last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	In Crores	>=50 & <=100	5	>100 & <=150	8	>150 Crore	10	Extracts from the audited balance sheet and profit & loss or Annual financial reports along with the certificate from the Statutory Auditor/ Practicing Chartered Accountant, having UDIN. For the purpose of evaluation, the combined average annual turnover of the sole bidder along with its associates shall be considered. In case of consortium, sum of average turnover of all members shall be considered.
3	Manpower deployed at various projects including on-roll + contractual + outsourced.	No. of manpower	>=300 & <=450	5	>450 & <=650	10	>650	15	Certificate from HR Head of the bidder. Certificate from HR Head of outsourcing agency for resources outsourced to bidder, if applicable.



Sr. No.	Parameter Description	Evaluation Parameter	Evaluation Criteria						Supporting Documents Required
			Range 1	Marks 1	Range2	Marks2	Range3	Marks3	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
	(Average of last 3 financial years i.e. 2020-21, 2021-22 & 2022-23)								<p><i>In case of sole bidder, the combined manpower strength of the bidder as well as its associates shall be considered.</i></p> <p><i>In case of consortium, the combined manpower strength of all members shall be considered.</i></p>
4	Total Manpower on pay roll (Average of last 3 financial years i.e. 2020-21, 2021-22 & 2022-23)	No. of Manpower	>=60 & <=100	5	>100 & <=150	10	>150	15	<p>Certificate from HR Head of the bidder.</p> <p><i>In case of sole bidder, the combined manpower strength of the bidder as well as its associates shall be considered.</i></p> <p><i>In case of consortium, the combined manpower strength of all members shall be considered.</i></p>
Sub Total (Company Profile)								50	
II	Relevant Past Experience								
1	Similar projects of in any or all of the following areas of: a. Delivery of multi-locational, across the counter citizen service	No. of projects	1 Project >= Rs. 20 Crores. OR 2 Projects >= Rs.	10	2 Projects >= Rs. 20 Crores each OR 3 Projects >= Rs. 12.5	20	3 Projects >= Rs. 20 Crores each OR 4 Projects >= Rs. 12.5	25	<p>Project Citation supported with Work order/Client Certificate/Work order along with certificate from practicing Chartered Accountant (CA)/Statutory Auditor certifying value of project etc.</p> <p>Herein the value of the project means:</p> <ul style="list-style-type: none"> The contract value mentioned in the work order /contract.



Sr. No.	Parameter Description	Evaluation Parameter	Evaluation Criteria						Supporting Documents Required
			Range 1	Marks 1	Range2	Marks2	Range3	Marks3	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
	b.Operation and Maintenance of Citizen Service Centers.		12.5 Crores each. OR 3 Projects >= Rs. 10 Crores each		Crores each. OR 4 Projects >= INR 10 Crores each		Crores each. OR 5 Projects >= INR 10 Crores each		<ul style="list-style-type: none"> In case of transaction-based model, where the contract value is not mentioned in the work order /contract, the bidder needs to provide the value as the revenue appropriated from these transactions. Herein the bidder needs to provide the certificate from CA/Statutory auditor, having UDIN, confirming project value. <p><i>The experience of sole bidder as well as its associates shall be considered.</i></p> <p><i>In case of consortium, the experience of lead bidder shall be considered.</i></p>
2	Should have experience in handling more than 10 lacs transactions related to citizen service delivery in any one out of last 3 Financial years	No. of transactions	>=10 lacs & <=20 lacs	10	>20 lacs & <=30 lacs	20	>30 lacs	25	<p>Work order/Client Certificate/Work order along with self-certified letter mentioning No. of transactions.</p> <p><i>The experience of sole bidder as well as its associates shall be considered.</i></p> <p><i>In case of consortium, the experience of lead bidder shall be considered.</i></p>
Sub Total (Relevant Past Experience)								50	
Total								100	



Annexure-III-D

Manufacturers Authorization Form

(To be filled offline, signed, stamped and uploaded)

Bidders are required to submit the MAF for AC and Water Cooler.



Annexure-III-E
Format for Associated risks/problems and its mitigation Plan

Project Risk Assessment & Mitigation Plan		
S. No.	Risks associated with the Project	Mitigation Plan

**Annexure-IV****Format of Financial Proposal**

1. Formats for financial proposal: Bidders are required to submit Financial Proposal as per MS Excel format uploaded on e-Procurement portal for both zones. Sample format for financial proposal is in this annexure.
2. Bidders are advised to exercise adequate care in quoting per transaction price. No excuse for corrections in the quoted prices provided by the bidder to the Government will be entertained after the submission of bids.
3. All statutory obligations are required to be met by the bidders.
4. The selected bidder(s) are allowed to claim Input Tax Credit on the taxes paid by them.
5. The income [Revenue (Facilitation charges) – Cost] generated from the B2C services shall be shared between Selected bidder(s) and PSeGS in ratio of 50:50 on monthly basis before 10th day of subsequent month. Selected bidder(s) shall be responsible to pay applicable GST on the facilitation charges for B2C services.
6. For Utility bill payment services, per transaction price are fixed @ Rs. 10/- including applicable taxes .
7. The **transaction** prices shall be revised annually on the basis of average of Consumer Price Index-IW released by Labour Department, Government of Punjab and shall be applicable post completion of one year from the date of start of operations (as defined in Annexure-D of Volume -III).
8. In case of discrepancy between Amounts mentioned in figures and in words, the amount in words shall govern.

Particulars	Per transaction price including applicable Taxes	
	Zone 1	Rs. (In figure)
Zone 2	Rs. (In figure)	Rs. (in words)