Volume 2

GENERAL INSTRUCTION TO APPLICANTS (GITA)

[VERSION 2.0]

To Outsource
Computerisation of Registration &
Land Records Management System and Provisioning of Citizen
and Back-end Services Through Establishment and
Operations & Management of Citizen Service Centres
Throughout the State of Punjab

on

Public Private Partnership Model

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1 GENERAL

1.1 Scope of Proposal

- 1. For & on behalf of the Government of Punjab, the Punjab Land Records Society, intends to receive the Proposal for the Scope of Work with respect to
 - 1) Data Entry and Digitisation of Land Records
 - 2) Establishment of Infrastructure for Citizen Service Centres
 - 3) Procurement of IT hardware on upfront payment basis for Citizen Service Centres.
 - 4) Provision of Services at Citizen Service Centres at 153 locations in across the state:
 - a) O&M for provision of Registration Services
 - b) O&M for provision of Land Records Services
 - 5) Operationalisation of State Data Centre (At option of PLRS)
 - 6) Provision of services (at the option of PLRS) of Sukhmani/Suvidha Project through the Citizen Service Centres at tehsil / sub-tehsil in future using same or additional infrastructure after taking into account the additional load and the feasibility of catering to the same without over-straining the existing Service Centre Infrastructure.

as described in RFP Volume I and the Master Services Agreement, in RFP Volume III.

2. The successful Tenderer will be expected to complete the Scope of Work within the period stated.

2 GENERAL INFORMATION, TERMS & CONDITIONS (TENDERERS)

2.1 Eligible Tenderer

The invitation to bid is open only to Tenderers who have been pre-qualified for the RFP stage as notified by PLRS in accordance with the requirements for qualification provided in EoI document issued earlier.

- 1. The following shall apply to consortiums submitting the bid after issuance of RFP (subsequent to pre-qualification):
- 1.1 The Bid shall be signed by Lead partner and shall be legally binding on all partners.
- 1.2 One of the partners with not less than 20% stake in the consortium shall be nominated as lead partner through a power of attorney signed by legally authorized signatories of all the partners. The partner responsible for the project's scope of work shall have not less than 10% stake in the consortium.
- 1.3 The lead partner shall meet all the pre-qualification criteria.
- 1.4 The lead partner shall submit the role, responsibilities & percentage of stake of each consortium member.
- 1.5 The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the Contract, including payment, shall be done exclusively with the lead partner.
- 1.6 All partners of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the power of attorney mentioned under clause 1.2 above as well as in the bid and in the Contract;

- 1.7 The agency or consortium of partners who are responsible for a specific component (s) of the project must meet the relevant minimum qualification criteria for that particular component individually.
- 1.8 The composition or constitution of the consortium shall not be altered during the term of contract without the prior written approval of the client.
- 2. Bidders shall provide such evidence of their continued eligibility satisfactory to PLRS, as PLRS shall reasonably request.
- 3. All the Bidders, for the purpose of submitting a Proposal shall treat the content of this document as private and confidential.

2.2 One Proposal per Tenderer

Each Tenderer shall submit only one Proposal. The tenderer who submits or participates in more than one Proposal will be disqualified.

2.3 Cost of Proposal

The Tenderer shall bear all costs associated with the preparation and submission of its Proposal, and the Authorised Representative, Punjab Land Records Society will in no case is responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

2.4 Site Visit

The Tenderer is advised to visit and examine the pilot locations at Fard Kendra, District Administration Center, Jalandhar for Land Records and District Sangrur for Registration and obtain for itself on its own and revalidate all the information required for preparing the Proposal and entering into the Master Services Agreement. The cost of such visits to the Sites shall be at the Tenderer's own expense. PLRS would also be willing to provide demo of the software to the prospective tenderers on request from the tenderers.

The Tenderer and any of its personnel or agents will be granted permission by the Authorised Representative, Punjab Land Records Society to enter upon its facilities for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents, will indemnify the Authorised Representative, Punjab Land Records Society from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the tenderer.

The Tenderer shall at its own risk, peril; cost and liability undertake site visit to designated Punjab Land Records Society facilities in the Tehsils.

However, failure of a bidder to visit a site or to check the software or to refer IS Security Policy will not be a cause for its disqualification.

It would be deemed that prior to the bid submission, the bidder:

- Has examined completely and carefully the project proposed by PLRS and has taken necessary precaution to build in all costs necessary for implementation of the project considering the risks and the logistics involved.
- ▶ Has made a complete and careful examination of specifications, and other information set forth in this bid document
- Has examined the RFP document in entirety and has understood the requirements accordingly
- Has received all such relevant information as has been requested from PLRS.
- Has made a complete and careful examination of the application software or prototype or documentation as the case may be, prepared for this software and has determined to its satisfaction the nature and the extent of the work involved.

2.5 Clarification of RFP Documents

A prospective Tenderer requiring any clarification of the RFP documents may notify the Authorised Representative, Punjab Land Records Society in writing at the address indicated in the RFP.

Authorised Representative, Punjab Land Records Society would prepare and send responses to all the queries raised by the tenderers in a consolidated manner and has the right not to respond to some or any of the queries at its sole discretion. The queries should be precise, cogent and should not be out of context.

2.6 Amendment of RFP Documents

At any time prior to the deadline for submission of Proposal, the Authorised Representative, Punjab Land Records Society may amend the RFP documents by issuing suitable Addenda.

Any Addendum thus issued shall be part of the RFP document, and shall be communicated in writing or by facsimile to all pre-qualified Tenderers. The pre-qualified Tenderers shall promptly acknowledge receipt of each Addendum by facsimile to the Authorised Representative, Punjab Land Records Society. Failure to acknowledge receipt of each Addendum shall be interpreted as receipt of the Addendum by the Tenderer and no claim will be entertained or accepted in this regard.

To give pre-qualified Tenderers reasonable time in which to take an Addendum into account in preparing their Proposals, the Authorised Representative, Punjab Land Records Society shall extend if necessary, the deadline for submission of Proposals.

2.7 Preparation of Proposal

2.7.1 Areas of Operation

The tender is published for the entire state. The order may be awarded to one or more agencies within state.

2.7.2 Contract Time Period

Data Entry and Digitisation of Land Records: As a part of contract the operator will be given 1 month (or mutually agreed period between Authorised Representative, Punjab Land Records Society and successful tenderer) lead time to set up the entire infrastructure and other requirements necessary for commencement of Data Digitisation at various locations. Term of the contract for data digitisation is three years from the date of signing the agreement for the purpose of data entry.

Procurement of IT hardware on upfront payment basis for Citizen Service Centres: The operator will be given 2 months to supply, install and commission the hardware being purchased on upfront payment basis. The equipment supplied under this category would carry five years onsite comprehensive OEM warranty, this five year period shall commence from the date of operationalisation of Citizen Service Centre for Computerised Registration System at tehsil / sub-tehsil.

Operations and Management of Citizen Service Centers: As a part of contract the operator will be given 2 months (or mutually agreed period between Authorised Representative, Punjab Land Records Society and successful tenderer) lead time to set up the entire infrastructure and other requirements necessary for commencement of Citizen Service Center operations at various locations. The operations for registration for tehsil / sub-tehsil would commence immediately on completion of this two month lead period. The operations for land record system for a Kanungo would start on successful completion of data entry of manual records of that Kanungo.

Operations for other kanungos would commence as and when their data entry is complete. Term of the contract for both the operations, pertaining to Land Records and to Registration, at a Citizen Service centre would be Five Years from the date of commencement of operations for registration at the respective Citizen Service Center (tehsil / sub-tehsil).

Any delay in setting up of infrastructure and/or provisioning of citizen & backoffice services as per the RFP will lead to penalty for which operator will be responsible. Details shall be formulated in the contract between Authorised Representative, Punjab Land Records Society and the Successful Tenderer.

2.7.3 Language of Proposal

The Proposal, and all correspondence and documents related to the Proposal exchanged by the Tenderer and the Authorised Representative, Punjab Land Records Society shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language.

2.7.4 Documents Comprising the Proposal

The Proposal submitted by the Bidder shall comprise the following documents:

- (a) Technical Proposal including all the technical forms in Volume II of the RFP Document, duly filled in along with all attachments/schedules duly completed and signed by the Bidder.
- (b) The Bidder's Financial Proposal including all the financial forms.
- (c) Any other information that is to be submitted during the course of Proposal process

Each Bidder shall submit with its Proposal, inter alia, the following attachments:

(a) A board resolution, in case of a group bid, the Prime Contractor's Board of Directors, authorizing the Bidder/Prime Contractor to sign/execute the proposal

as a binding document as well as execute all relevant agreements forming part of RFP.

- (b) Details of the Consortium with roles and responsibilities of each partner along with a certified true copy of the Consortium Agreement. One of the partners with not less than 20% stake in the consortium shall be nominated as lead partner through a power of attorney signed by legally authorized signatories of all the partners.
- (c) Details of any significant changes in the Bidder's management or financial position since furnishing information when applying for Prequalification (Failure to disclose such changes, if revealed later, may render the Master Services Agreement liable for termination at the Successful Bidder's risk and cost).
- (d) The Bidder shall provide a breakdown of work plan based on the scope of work and the project milestones provided in RFP.

2.7.5 Currencies of Proposal and Payment

The currency(ies) of the Proposal offer and the payments shall be in Indian Rupees.

2.7.6 Proposal Validity

The Bids shall be valid minimum for a period of "SIX MONTHS" from the date of opening of technical bid and for a further period of "ONE MONTH" as an exigency for any unforeseen delay in evaluation and award of contract to the successful Tenderer, from the closing date for submission of the bids. On completion of the validity period (6 months + 1 month), unless the tenderer withdraws his bid in writing, it will be deemed to be valid until such time that the tenderer formally (in writing) withdraws his bid.

In exceptional circumstances, at its discretion, Authorised Representative, Punjab Land Records Society may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email).

2.7.7 Earnest Money Deposit – EMD

The Tenderer shall furnish, as part of its pre-qualification bid, a bid security comprising of demand draft for Rs. Nine lakhs and a bank guarantee in the prescribed format of INR 10,00,000 (Rupees Ten lacs only). The bid security is required to protect Punjab Land Records Society against the risk of Tenderer's conduct, which would warrant the security's forfeiture.

The demand draft should be drawn on a nationalized / scheduled bank valid for 180 days and in favor of "Member Secretary, Punjab Land Record Society, Punjab" payable at Jalandhar. The bank guarantee should be issued by a nationalized / scheduled bank in the prescribed format (Form III) and should be valid for "Eight Months" from the date of opening of Technical Bid. In exceptional circumstances, at its discretion, Authorised Representative, Punjab Land Records Society may solicit an extension of the period of validity of the bank guarantee.

Unsuccessful Tenderer's bid security will be discharged/ returned as promptly as possible but not later than 60 days after the award of the contract to the successful tenderer. The successful Tenderer's bid security will be discharged upon the Successful Tenderer signing the Contract.

No interest will be payable by the Punjab Land Records Society on the amount of the Bid Security.

The bid security may be forfeited:

- 1 If a Tenderer withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- 2 In the case of a successful Tenderer, if it fails within the specified time limit to:
 - a Sign the Agreement or,
 - b Furnish the required Performance Guarantee

2.7.8 RFP Discussions and Pre-Bid Conference

The Tenderers designated representatives are invited to attend the Discussion Meetings and the Pre-Bid Conference at their own cost, which will take place at the venue and time as fixed by Authorised Representative, PLRS.

The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage. A Final RFP shall be issued subsequent to two discussion meetings with the Tenderers.

Subsequent to the issuance of Final RFP, a pre-bid conference shall be held. The Tenderer is requested to submit only relevant questions in writing to reach the Member Secretary, Punjab Land Records Society not later than the date stated in the schedule in RFP. It may not be practicable at the Pre-Bid Conference to answer questions received late, but questions and responses will be transmitted in accordance with the following Sub-Clause.

Any modification of the RFP document which may become necessary as a result of the Pre-Bid Conference shall be made by the Authorised Representative, Punjab Land Records Society exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

Non-attendance at the Discussion Meetings and Pre-Bid Conference will not be a cause for disqualification of Tenderers but, separate queries from such tenderers shall not be entertained at any later stage.

2.7.9 Guidelines for Filling Financial Forms

- 1 Rates should be given in Indian rupees and should not exceed two decimals, in case of fraction of rupees are being quoted
- 2 Rates should be given for each division and in case, the tenderer believes that there could be different rate possible for the whole state, the tenderer may, in addition to the rates per division, quote rates for the whole state.
- 3 The tenderer should quote for at least one Division.

2.8 Submission of Proposals & Qualifications

2.8.1 Format and Signing Of Bid

The Tenderer shall prepare two part proposal, first part consisting of technical proposal providing the information as per <u>FORM I</u> and the second part consisting financial proposal in the given format in <u>FORM II</u>.

The tenderer will submit **one original set** of the documents comprising all the three parts of the proposal as described in RFP, bound with the section containing the Form of Proposal and Appendix to Proposal, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit hard and soft copies of the Proposal, in the number specified in the RFP and clearly marked "COPIES". In the event of discrepancy between them, the original shall prevail.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "FORM I: Technical Proposal". Similarly, the original and all copies of Financial Proposal shall be placed in a sealed envelope clearly marked "FORM II: Financial Proposal" followed by the Tender number and the name of the RFP. The envelopes containing the Pre-qualification, Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP, and be clearly marked "Do Not Open, Except In Presence of the Official Appointed, before [insert the time and date of the submission deadline indicated in the Data Sheet]". PLRS shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

Further, in the event of discrepancy between the hard copy and the soft copy, the hard copy shall prevail. The original and all hard copies of the Proposal shall be typed (in the case of hard copies, photo-copies are also acceptable) and shall be signed by a person or persons duly authorised to sign on behalf of the

Tenderer. All pages of the Proposal, where entries or amendments have been made, shall be initialed by the person or persons signing the Proposal.

All signatures in Proposal document shall be dated.

2.8.2 Use & Release of Tenderer Submissions

Punjab Land Records Society is not liable for any cost incurred by the Tenderer in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of Punjab Land Records Society and may be returned at its sole discretion. The content of each Tenderer's Proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.

2.8.3 Deadline for Submission Of Proposals

Proposals must be received by the Member Secretary, Punjab Land Records Society at the address specified in the RFP no later than the time and date stipulated in the RFP.

The Authorised Representative, Punjab Land Records Society may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all pre qualified tenderers who have been provided the Proposal Documents, in writing or by facsimile in accordance with the RFP requirements. In this case all rights and obligations of the Authorised Representative, Punjab Land Records Society and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.8.4 Late Proposals

Any Proposal received by the Member Secretary, Punjab Land Records Society after the deadline for submission of Proposals prescribed in RFP will be summarily rejected and returned unopened to the Tenderer.

2.8.5 Modification and Withdrawal of Bids

The Tenderer may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by Authorised Representative, Punjab Land Records Society prior to the deadline prescribed for submission of Bids.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Section. A withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy not later than the deadline for submission of Bids.

No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Tenderer on the Bid Form.

2.8.6 Conflict of Interest

Tenderer shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Tenderer or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with Authorised Representatives, Punjab Land Records Society. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Tenderer to complete the requirements as given in the RFP.

2.8.7 Limits on Promotion

The Tenderer agrees to make no reference to Punjab Land Records Society or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of Authorised Representative, Punjab Land Records Society. The Tenderer shall not perform any kind of promotion, publicity or advertising etc. at the Citizen Service Centres through any kinds of hoardings, banners or the like without the express prior written consent of Authorised Representative, Punjab Land Records Society.

2.9 Proposal Opening and Evaluation

2.9.1 Evaluation Committee(s)

The Evaluation Committee(s) constituted by the Authorised Representative, Punjab Land Records Society shall evaluate the technical proposal and commercial bid. The Committee(s) may choose to conduct negotiation or discussion with any or all the tenderers. The decisions of the Evaluation Committee(s) in the evaluation of the Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee(s).

2.9.2 Proposal Opening

The evaluation of the proposals will be carried out in two stages. The first stage of the evaluation will be an assessment of the technical bid.

The Technical Bid Opening Committee will open all parts of Technical Proposals, in the presence of Tenderers' designated representatives who choose to attend, at the time, date, and location stipulated in the RFP. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

The Tenderers' names, and any such other details as the Opening Committee may consider appropriate, will be announced by the Authorised Representative, Punjab Land Records Society at the opening. No Proposal shall be rejected at Proposal opening except for late Proposals.

The Opening Committee shall prepare Minutes of the Proposal Opening, including the information disclosed to those present for its record.

2.9.3 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

2.9.4 Clarification of Proposals & Contacting the Authorised Representative, PLRS

To assist in the examination, evaluations, and comparison of Proposals, the Authorised Representative, Punjab Land Records Society may, at its discretion, ask any tenderer for clarification of its Proposal. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authorised Representative, Punjab Land Records Society in the evaluation of the Proposals.

2.9.5 Initial Examination of Proposals

Prior to the detailed evaluation of Proposals, the Authorised Representative, Punjab Land Records Society and/or its nominees will determine whether

- (a) requisite bid security (EMD) has been submitted
- (b) the proposal has been properly signed;

(c) the proposal is in conformity with the checklist in the outer envelope; In case the proposal is not accompanied by the requisite bid security (EMD) and/or it has not been properly signed and/or there is a discrepancy between the items on the checklist and the actual documents/material submitted, Authorised Representative, Punjab Land Records Society reserves the right to declare the bid invalid.

2.9.6 Correction of Errors

Tenderers are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the tender form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Authorised Representative, Punjab Land Records Society, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Schedule of Prices, the amount obtained on totaling the line items in the Bill of Materials will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

2.9.7 Technical Evaluation

From the time the Proposals are opened to the time the Contract is awarded, the tenderers should not contact the officials on any matter related to its Technical and/or Financial Proposal. Any effort by tenderers to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Tenderers' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the same is approved by the appropriate committee.

The evaluation committee shall first evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system approved by the state level authorities. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 60 percentages to the total possible score.

After the technical evaluation is completed and approved, PLRS shall inform the Tenderers who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Tenderers whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and Scope of Services, that their Financial Proposals will be returned unopened after completing the selection process. PLRS shall simultaneously notify in writing Tenderers that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.

At the option of Authorised Representative, the bidders qualifying the technical evaluation may be invited to make presentation on technical and operations aspect of the bid. Subsequently, in case of any change in scope of work etc., the bidders qualifying the technical evaluation may be allowed to submit their revised Financial Bids within 2 days (48 hours) of notification.

Financial Proposals shall be opened publicly in the presence of the Tenderers' representatives who choose to attend. The name of the Tenderers and the

technical scores of the Tenderers shall be read aloud. The Financial Proposal of the Tenderers who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

2.9.8 Technical Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are given below

S1	Criteria/ Sub Criteria	Score	Total
No			Score
1	Similar experience of the Tenderers relevant to the		15
	assignment:		
2	Adequacy of the proposed delivery methodology and		40
	work plan in responding to the Terms of Reference		
	Technical approach and delivery	10	
	methodology		
	Detailed work plan	20	
	 Proposed organisation & staffing 	10	
3	Key professional staff qualifications and competence for		25
	the assignment		25
	Team Leader	10	
	IT Professionals and IT Support staff	5	
	Project Management Team	10	

S1	Criteria/ Sub Criteria	Score	Total
No			Score
	The number of points to be assigned to each of the		
	above positions or disciplines shall be determined		
	considering the following three sub-criteria and relevant		
	percentage weights:		
	1) General qualifications 30%		
	2) Experience & Skills relevant to the assignment 60%		
	3) Experience in region and language 10%		
4	Suitability of proposed training and service delivery		
	approach		
	Relevance of training program	5	
	Training approach and methodology	5	10
5	Proposed processes for ongoing operations and		10
	maintenance & the proposed plan for faster completion		
	of data entry and start of citizen services		

2.9.9 Financial Evaluation

The financial evaluation will be carried out for every division for the **Data Entry**, **Hardware supply on upfront payment basis and O&M** categories together. The evaluation committee would follow the following approach in arriving at the lowest bid for every division. (PLRS reserves the right to offer the whole of state to any party or to split the order division-wise to the lowest tenderer for the respective division. PLRS reserves its right to award the job of Operationalisation of **State Data Center** to any tenderer. For any work which is out of scope of this tender PLRS will pay 'Actual Costs' + '5% service charges' to the operator.)

1. Bid Quote for Data Entry and O&M phase: Tenderer should quote prices separately for the data entry and Operations & maintenance (O&M) phase.

A Data Digitisation

Tenderer's division-wise price quote for the data entry should consist of price for each of the following categories of land record registers separately:

- 1. Category 1: Data entry cost of Jamabandi per Khewat
- 2. Category 2: Data entry cost of Mutation register per Mutation
- 3. Category 3: Data entry cost of Khasra Girdwari per Khasra per season*
- 4. Category 4: Data entry cost of Musavis (including Field Book) per Musavi
- 5. Category 5: Data Entry cost of Roznamcha Wagiati per page
- (* On average data entry of Khasra Girdawari for a season for one Khasra involves 10 keyboard depressions)

Bid quote for the data entry shall be calculated using following formula based on the volume information provided in the RFP Volume 1, Annexure 5A

The cost of data entry will be arrived for each Division using the following formula:

FF1 = (Price Category 1) X (Total number of Khewats in Annexure 5A of RFP, Volume 1) + (Price Category 2) X (Total number of current Mutations as on March '05 in Annexure 5A of RFP, Volume1) + (Price Category 3) X (Total number of Khasras in Annexure 5A of RFP, Volume 1) + (Price Category 4) X (Total number of Musavis in Annexure 5A of RFP, Volume 1) + (Price Category 5) X (0.05 * 2.5 * Total Number of pages of all Roznamcha Waqiati for current Jamabandi in Annexure 5A of RFP, Volume 1)

B Hardware supply with upfront payment

- 1. Category 1: Unit cost of 'Tehsil/Sub-tehsil Server' with bio-metric finger print device ('Super A' and A category tehsils & sub-tehsils)
- 2. Category 2: Unit cost of 'Tehsil/Sub-tehsil Server' with bio-metric finger print device (B, C, D category tehsils & sub-tehsils)
- 3. Category 3: Unit cost of 'Tehsil/Sub-tehsil Router'
- 4. Category 4: Unit cost of 'Tehsil/Sub-Tehsil Switch' ('Super A' and A category tehsils & sub-tehsils)
- 5. Category 5: Unit cost of 'Tehsil/Sub-Tehsil Switch' (B, C, D category tehsils & sub-tehsils)

FF2 = (Category 1) X 11 + (Category 2) X 125 + (Category 3) X 153 + (Category 4) X 11 + (Category 5) X 125

C Operations and Maintenance (O&M)

For the Operations and Maintenance (O&M) phase, tenderer should quote price per division basis. This quote should consist of price per transaction for following two categories separately.

- 1. Category 1: Per Nakal Issuance transaction
- 2. Category 2: Per Mutation transaction
- 3. Category 3: Per page of new Jamabandi @ end of 5 year daur
- 4. Category 4: Per page of new Khasra Girdawari @ end of 5 year daur
- 5. Category 5: Per sheet of new Musavi @ end of 5 year daur
- 6. Category 6: Per Registration Deed

Xn = (Price Category 1 for year n) X (Total number of Nakals given in Annexure 5A of RFP, Volume 1) + (Price category 2 for year n) X (Avg. no. of mutations per annum given in Annexure 5A of RFP, Volume 1) + (Price Category 3 for year n) X (Total No. of pages in all current Jamabandi Registers in Annexure 5A of RFP, Volume 1) + (Price Category 4 for year n) X (Total No. of pages in all current Girdawari Registers in Annexure 5A of RFP, Volume 1) + (Price Category 5 for year n) X (Total Number of Musavis in Annexure 5A of RFP Volume 1) +

(Price Category 6 for year n) X (No. of registrations in Annexure 5B of RFP, Volume 1)

FF3 = X1 + X2 + X3 + X4 + X5

TOTAL BID PRICE = FF1 + FF2 + FF3

2. Quotation for Operationalisation of State Data Centre

For this category, tenderer should quote price per year on man-month basis for Operationalization of State Data Center.

(The price quote for 'Operationalisation of State Data Centre' will not be used for financial evaluation and selection of successful tenderer)

3. Quotation for Additional reports (apart from the requirement as per the scope of work/services defined in RFP)

For this category, tenderer should quote price per page for printing of reports (other than MIS reports) as per the requirements of the government for its internal usage.

(The price quotes for the above mentioned additional reports will not be used for financial evaluation and selection of successful tenderer).

The price charged by the Tenderer for work and services performed under the total solution shall be as per the contract. The Contract price shall be the only payment, payable by Punjab Land Records Society to the Tenderer for completion of the contractual obligations by the Tenderer under the Contract, subject to the terms of payment specified in the Contract.

Tenderers shall give details of the financing of the Scope of Work including total project cost in the manner and detail called for in the financial Performa included in this RFP document.

The price would be inclusive of all taxes, duties, charges and levies etc. as applicable. The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of validity of the bid.

Any increase in taxes and other statutory duties / levies shall be to the tenderer's account. However, benefit of any decrease in these tax / duties shall be passed on to PLRS by the supplier.

2.10Service Categories for O&M and Per Transaction Payment

The payment for O&M of Citizen Service Centres would be provided against the front-office services to the citizens and the back-office services.

The various service categories over which the bidder would defray the O&M cost (and recover the cost in terms of usage/service charges with a declared Return on Investment) are

Category 1: Per Nakal Issuance transaction

Category 2: Per Mutation transaction

Category 3: Per page of new Jamabandi @ end of 5 year daur

Category 4: Per page of new Khasra Girdawari @ end of 5 year daur

Category 5: Per sheet of new Musavi @ end of 5 year daur

Category 6: Per Registration Deed

The payment shall be on per transaction charges with the bidder quoting on basis of the current volumes (based on statistics provided in Annexures 5A, 5B of Volume1 of RFP and expected annual growth). Any change in volume would be compensated through increment/decrement in per transaction charges. The "per transaction charges" would be increased / decreased for decrease / increase in volume (beyond a tolerance of 10%) after taking into account the annual growth rate. The adjustment in the payment rates would be done once in six months based on volume of transaction in the previous six months. This adjustment would be applied only to the differential volume of transactions (on the current volumes, beyond a tolerance of 10% after taking into account the

annual growth rate). The Authorised Representative, PLRS will notify the adjustment for the next six months. It should be noted that the increased/decreased charges per transaction will be levied on only those transactions which fall-below/exceed 10% limit. For ex - If there are 100 transactions in one half of the year and the next half transactions increase @ 12% rate i.e., 112 transactions then 110 transactions would be paid as per the quoted price while the rest 2 transactions would be paid at a discounted rate.

2.10.1 Disqualification

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the tenderer increases his quoted prices.
- The tenderer qualifies the bid with his own conditions.
- Bid received in incomplete form or not accompanied by bid security amount.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.
- Tenderer sub-contracts any part of the project to any of the parties having interest in the project e.g. PLRS, Revenue Department, Department of IT, Punjab.
- Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- Tenderer fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by the Authorised Representative, Punjab Land Records Society.

Tenderers may specifically note that while processing the tender documents, if it comes to our knowledge expressly or implied, that some tenderers may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender then the tenderers so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by Punjab

Land Records Society. It is also clarified that if need arises the purchaser would go in for appointment of outside party(s) to undertake the work under the captioned tender.

In case any one party submits multiple bids or if common interests are found in two or more tenderers, the tenderers are likely to be disqualified, unless additional bids/ tenderers are withdrawn upon notice immediately.

2.11 Award of Contract

After evaluation of all accepted Proposals by the evaluation committee, a contract may be awarded to the successful tenderer whose proposal meets the requirements of this RFP and receives the highest overall rating and is determined to provide the best value to Punjab Land Records Society. Authorised Representative, Punjab Land Records Society reserves the right to award a contract in whole or in part if it is in its best interests to do so.

2.11.1 Notification of Award

The acceptance of the tender, subject to contract, will be communicated in writing at the address supplied by the tenderer in the bid document. Any change of address of the Tenderer, should therefore be promptly notified to the Authorised Representative, Punjab Land Records Society, Government of Punjab

2.11.2 Signing of Contract

The Tenderer shall be required to enter into a contract (Master Services Agreement and/or Service Level Agreements in the form provided in the Proposal document, incorporating all agreements between the Parties, including any agreements reached during the negotiation process, if any) with the Authorised Representative, Punjab Land Records Society, within thirty (30) days of the award of the contract or within such extended period, as may be specified by the Authorised Representative, Punjab Land Records Society.

GENERAL INSTRUCTIONS

This contract shall be on the basis of this document, the Bid of the Tenderer, the letter of intent and such other terms and conditions as may be determined by the Authorised Representative, Punjab Land Records Society to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

3 GENERAL INFORMATION, TERMS & CONDITIONS (SUCCESSFUL TENDERERS)

3.1 Performance Bank Guarantee

- 1 The successful tenderer shall at his own expense deposit with Authorised Representative, Punjab Land Records Society, within thirty (30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to Authorised Representative, Punjab Land Records Society, payable on demand, for the due performance and fulfillment of the contract by the tenderer.
- 2 The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- 3 This Performance Bank Guarantee will be for an amount Rs. 1 Crore (Rupees One Crore only) per division. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the tenderer.
- 4 The performance bank guarantee shall be valid till the end of six months from the date of "Transfer" (six months after Transfer). Subject to the terms and conditions in the Performance Bank Guarantee, at the end of six months after the "Transfer", the Performance Bank Guarantee will lapse automatically.
- 5 The PBG may be in the form of two year guarantee to be renewed by the tenderer at least 3 months prior to its expiry, for another period of 2 year, or till the end of 6 months after "Transfer".
- 6 The Performance Bank Guarantee may be discharged / returned by Authorised Representative, Punjab Land Records Society upon being satisfied that there has been due performance of the obligations of the Tenderer under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7 In the event of the Tenderer being unable to service the contract for whatever reason, Authorised Representative, Punjab Land Records Society would evoke the PBG. Notwithstanding and without prejudice to any rights

whatsoever of Authorised Representative, Punjab Land Records Society under the Contract in the matter, the proceeds of the PBG shall be payable to Authorised Representative, Punjab Land Records Society as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract. Authorised Representative, Punjab Land Records Society shall notify the Tenderer in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Tenderer is in default.

8 Authorised Representative, Punjab Land Records Society shall also be entitled to make recoveries from the Tenderer's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

3.2 Use of Contract Documents and Information

The Tenderer shall not, without prior written consent from Authorised Representative, Punjab Land Records Society, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authorised Representative, Punjab Land Records Society in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Tenderer shall not, without prior written consent of Authorised Representative, Punjab Land Records Society, make use of any document or information made available for the project, except for purposes of performing the Contract.

All project related document issued by Authorised Representative, Punjab Land Records Society, other than the Contract itself, shall remain the property of the Authorised Representative, Punjab Land Records Society and shall be returned (in all copies) to the Authorised Representative, Punjab Land Records Society on completion of the Tenderer's performance under the Contract if so required by the Authorised Representative, Punjab Land Records Society.

3.3 Liquidated Damages

In the event Tenderer fails to provide the Services in accordance with the Service Standard, Tenderer shall be liable for penalty as per the terms and conditions of Service Level Agreements (SLAs.) to be agreed between the operator and the administration.

Due to the criticality of the availability of the information, the solution should consider reliability, redundancy in hardware configuration and fail safe design. No data loss/interface failure is permitted and any recovery procedures should take into consideration this factor.

3.4 Termination of Contract

3.4.1 Termination for Default

The Authorised Representative, Punjab Land Records Society, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, may terminate the Contract fully or in part:

- If the selected Tenderer/ fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected Tenderer/ fails to perform any other obligation(s) under the Contract, or
- If the Tenderer/ selected Tenderer in the judgment of the Authorised Representative, Punjab Land Records Society has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event Authorised Representative, Punjab Land Records Society terminates the Contract in whole or in part, Authorised Representative, Punjab Land Records Society may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Tenderer shall be liable to Authorised Representative, Punjab Land Records Society for any excess costs for such similar services. However, the Tenderer shall continue performance of the Contract to the extent not terminated. Alternately, Authorised Representative, Punjab Land Records Society would be free to fully take over the assets and operations earlier being undertaken by the Tenderer on depreciated Book Value of the assets, without prejudice to any other action as contemplated in the Contract.

3.4.2 Termination for Insolvency

Authorised Representative, Punjab Land Records Society, may at any time terminate the Contract by giving written notice to the selected Tenderer/ if the successful Tenderer/ becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue there after to the Authorised Representative, Punjab Land Records Society.

3.4.3 Termination for Convenience

Authorised Representative, Punjab Land Records Society, by written notice sent to the Tenderer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience.

3.4.4 Force Majeure

The successful Tenderer/ shall not be liable for forfeiture of its Implementation Guarantee, Performance Security, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to

perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the successful Tenderer/ fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Authorised Representative, Punjab Land Records Society in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Tenderer shall promptly notify the Authorised Representative, Punjab Land Records Society in writing of such condition and the cause thereof. Unless otherwise directed by the Authorised Representative, Punjab Land Records Society in writing, the Tenderer shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.5 Exit Management

3.5.1 Purpose

- (i) This clause sets out the provisions which will apply on expiry or termination of the "MSA (Master Service Agreement)", the "Project Implementation, Operation and Management SLA (Service Level Agreement)" and "SOW (Scope of Work)".
- (ii) In the case of termination of the Project Implementation and/or Operation and Management SLA or SOWs due to illegality, the Parties ('PLRS', 'Operator') shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- (iii) The Parties shall, and shall ensure that their respective associated entities, in case of PLRS, PLRS or its nominated agencies and in case of

the Operator, the sub-contractors, carry out their respective obligations set out in this Exit Management Clause.

3.5.2 Transfer of Assets

- (i) The Operator shall be entitled to use the Assets for the duration of the exit management period which shall be the two month period from the date of expiry or termination of the MSA.
- (ii) PLRS during the Project Implementation Phase and PLRS during the Operation and Management Phase shall be entitled to serve notice in writing on the Operator at any time during the exit management period as detailed hereinabove requiring the Operator to provide PLRS or its nominated agencies with a complete and up to date list of the Assets to PLRS or its nominated agencies within 30 days of such notice. PLRS shall then be entitled to serve notice in writing on the Operator at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Operator to sell any of the Assets to be transferred to PLRS or its nominated agencies at market value (as determined as of the date of such notice).
- (iii) Upon service of a notice under point 3.5.2 (ii) the following provisions shall apply:
 - a. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Operator, the Operator shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to PLRS or its nominated agencies.
 - b. All risk in and title to the Assets to be transferred to be purchased by PLRS or its nominated agencies pursuant to 3.5.2 (ii) shall be transferred to PLRS or its nominated agencies, on the last day of the exit management period.

- c. PLRS or its nominated agencies shall pay to the Operator on the last day of the exit management period such sum representing the market value of the Assets to be transferred.
- d. That on the expiry of this clause, the Operator and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all Confidential Information and all other related materials in its possession, including all the hardware supplied by Operator under this clause to PLRS or an official authorized by PLRS.
- e. That the products and technology delivered to PLRS during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by Selected Tender to other locations apart from the locations mentioned in the RFP without prior written notice and approval of PLRS. All hardware supplied on upfront payment basis, software & documents etc. used by Operator for PLRS shall be the legal properties of PLRS.

3.5.3 Cooperation and Provision of Information

- (i) During the exit management period:
 - a. The Operator will allow PLRS or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable PLRS or its nominated agencies to assess the existing services being delivered;
 - b. Promptly on reasonable request by PLRS or its nominated agencies, the Operator shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the MSA, the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services (whether provided by the Operator or sub contractors appointed by the Operator). PLRS or its nominated

agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Operator shall permit PLRS or its nominated agencies and/or any Replacement Operator to have reasonable access to its employees and facilities as reasonably required by PLRS or its nominated agencies to understand the methods of delivery of the services employed by the Operator and to assist appropriate knowledge transfer.

3.5.4 Confidential Information, Security and Data

- (i) The Operator will promptly on the commencement of the exit management period supply to PLRS or its nominated agencies the following:
 - a. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub contractors in relation to the services; and
 - b. Documentation relating to PLRS Intellectual Property Rights; and
 - c. PLRS data and confidential information; and
 - d. Documentation relating to sub-contractors; and
 - e. All current and updated PLRS data as is reasonably required for purposes of PLRS or its nominated agencies transitioning the services to its Replacement Operator in a readily available format nominated by PLRS or its nominated agencies; and
 - f. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable PLRS or its nominated agencies, or its Replacement Operator to carry out due diligence in order to transition the provision of the Services to PLRS or its nominated agencies, or its Replacement Operator (as the case may be).

- (ii) Before the expiry of the exit management period, the Operator shall deliver to PLRS or its nominated agencies all new or up-dated materials from the categories set out in 3.5.4 (i) above and shall not retain any copies thereof, except that the Operator shall be permitted to retain one copy of such materials for archival purposes only.
- (iii) Before the expiry of the exit management period, unless otherwise provided under the MSA, PLRS or its nominated agencies shall deliver to the Operator all forms of Operator confidential information which is in the possession or control of PLRS or its nominated agencies or its users.

3.5.5 Employees

- (i) Promptly on reasonable request at any time during the exit management period, the Operator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to PLRS or its nominated agencies a list of all employees (with job titles) of the Operator dedicated to providing the services at the commencement of the exit management period;
- (ii) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Operator to PLRS or its nominees, or a Replacement Operator ("Transfer Regulation") applies to any or all of the employees of the Operator, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- (iii) To the extent that any Transfer Regulation does not apply to any employee of the Operator, PLRS or its nominated agencies, or its Replacement Operator may make an offer of employment or contract for services to such employee of the Operator and the Operator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by PLRS or its nominated agencies or any Replacement Operator.

3.5.6 Transfer of certain agreements

(i) On request by PLRS or its nominated agencies, the Operator shall effect such assignments, transfers, novations, licences and sublicences as PLRS or its nominated agencies may require in favour of PLRS or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between Operator and third party lessors, operators, or Operator, and which are related to the services and reasonably necessary for the carrying out of replacement services by PLRS or its nominated agencies, or its Replacement Operator.

3.5.7 Right of Access to Premises

- (i) At any time during the exit management period, where Assets are located at the Operator's premises, the Operator will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) PLRS or its nominated agencies, and/or any Replacement Operator in order to inventory the assets or Assets.
- (ii) The Operator shall also give PLRS or its nominated agencies, or any Replacement Operator right of reasonable access to the Operator's premises and shall procure PLRS or its nominated agencies and any Replacement Operator rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to PLRS or its nominated agencies, or a Replacement Operator.

3.5.8 General Obligations of the Operator

(i) The Operator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the

- circumstances to PLRS or its nominated agencies or its replacement Operator and which the Operator has in its possession or control at any time during the exit management period.
- (ii) For the purposes of this Clause, anything in the possession or control of any Operator, associated entity, or sub contractor is deemed to be in the possession or control of the Operator.
- (iii) The Operator shall commit adequate resources to comply with its obligations under this Exit Management Clause.

3.5.9 Exit Management Plan

- (i) The Operator shall provide PLRS or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - a. A detailed programme of the transfer process that could be used in conjunction with a Replacement Operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - b. Plans for the communication with such of the Operator's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on PLRS's operations as a result of undertaking the transfer; and
 - c. If applicable, proposed arrangements for the segregation of the Operator's networks from the networks employed by PLRS or its nominated agencies and identification of specific security tasks necessary at termination; and

- d. Plans for provision of contingent support to PLRS or its nominated agencies, and Replacement Operator for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- (ii) The Operator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- (iii) Each Exit Management Plan shall be presented by the Operator to and approved by PLRS or its nominated agencies.
- (iv) In the event of termination or expiry of MSA, Project Implementation, Operation and Management SLA or SOWs each Party shall comply with the Exit Management Plan.
- (v) During the exit management period, the Operator shall use its best efforts to deliver the services.
- (vi) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- (vii) This Exit Management plan shall be furnished in writing to PLRS or its nominated agencies within 90 days from the Effective Date of MSA.

3.6 Confidentiality

The Tenderer shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of Authorised Representative, Punjab Land Records Society.

3.7 Contract amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.8 Resolution of disputes

Authorised Representative, PLRS and the selected Tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, Authorised Representative, PLRS and the selected Tenderer/ have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

All Arbitration proceedings shall be held at Jalandhar Punjab, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

3.9 Insurance Requirement

Selected Tenderer shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to PLRS prior to the start of operations. Selected Tenderer shall take and keep effective all the insurances during the period of the Contract.

3.10 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

3.11 Software Licenses

All application, database and other software licenses used for application implementation and operation of Tehsil Center would be provided by "Punjab Land Records Society, Punjab" except the operating system (and associated software like antivirus, software for operation of various peripherals etc.) of all categories of PCs. No illegal software license would be used.

3.12 Intellectual Property of the application

During the Operation phase, the responsibility to maintain the IPR would lie with the Operator and the Operator will transfer the IPR to PLRS or its nominated agency during the Transfer stage. Following conditions apply:

- (i) **Ownership and Title:** Title to the minor enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of PLRS.
- (ii) **Reverse Engineering:** Tenderer shall not reverse engineer any minor, major enhancement or point update.
- (iii) Confidentiality: Tenderer hereby acknowledges that the minor enhancements, point updates, and documentation may contain information that may be trade secret and proprietary to PLRS. Tenderer hereby agrees not to disclose such information except to persons and organizations expressly authorized by PLRS to receive such information. Tenderer shall not remove or alter any copyright notices or proprietary legends affixed by PLRS to such minor enhancements, point updates or documentation.
- (iv) Copies: Tenderer shall make available to PLRS an additional copy of the minor enhancements, point updates and documentation for backup use on the Computer.
- (v) **Limitation of Damages:** Tenderer shall not be liable for any failure to perform its services because of circumstances beyond the control of

tenderer, which such circumstances shall include (without limitation) natural disaster, terrorism, labour disputes, war, declarations of governments, and transportation delays.

3.13 Payment Terms

A Pre-receipted bill (separate bills for different categories) in triplicate in the name of "Punjab Land Records Society, Punjab" shall be submitted and the payment will be certified by the Authorised Representative, PLRS as per the following schedule:

1. Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

The payments for each of the following three categories will be done to the successful agency(s) as per the process detailed in this section.

1 Data Entry and Digitisation of Land Records

The payment shall be made as per the following schedule: -

S.No.	Milestone	Value						
1.	On completion of the data entry of	90% of the due amount						
	each Kanungo and the acceptance	after deduction of						
	by Review Committee	penalties, if any						
2.	• Fee payable on go-live for each	Balance 10%						
	Kanungo (implementation)							

Review Committee should have minimum one tenderer representative and must meet weekly / fortnightly. The Tehsil Authorities will release the payment within 30 days of submission of invoice subject to the invoice and supporting documents being in order.

The payment fee of data entry is inclusive of all the data entry, all print outs and all level of validations.

Incase, there are delays in completing the data entry of a Kanungo due to:

- a. Records of the Kanungo not made available to the selected tenderer.
- b. Delay in validation by the concerned Patwari (100% checking), then by the concerned Kanungo (100% checking), and finally by the concerned CRO (25% checking).
- c. Delay in public validations
- d. Non availability of the concerned Patwari and Kanungos
- e. Errors due to application software provided by PLRS
- f. Legal issues related to any of the records
- g. Any other reasons not accountable to the selected tenderer

The selected tenderer shall bill for the work completed on pro-rata basis and the concerned tehsil level authorities shall make payment on pro-rata basis within 30 days of receipt of bill.

In case there is a delay in loading the data in the tehsil server beyond two weeks due to delay attributable to PLRS/district administration, the vendor shall bill for the balance amount and the payment shall be made by the Deputy Commissioner office within 30 days of receipt of bill.

Note: A payment of interest at the rate @ 0.75 per two months would be made to BOOT Operator on the account of delayed payments due for more than a month subject to the approval of the concerned Deputy Commissioner.

2 Supply of IT hardware on upfront payment basis for Citizen Service Centres

The payment shall be made (tehsil-wise) by PLRS to the successful tenderer for the following IT hardware installed in a Citizen Service Centre two weeks

after successful operationalisation of Registration System in those Tehsil/Sub-Tehsil Citizen Service Centres:

- Tehsil Servers with bio-metric finger print device
- Switches
- Routers (the actual quantity purchased by PLRS at its option)

3 O&M for provision of Registration Services

- a The payments shall be made (tehsil-wise) by authorities at District Headquarters to the successful tenderer on monthly basis
- b The payment shall be based on per transaction charges.
- The monthly bills will be submitted by the agency(s) to the respective Tehsil Authorities along with a report of activities and transactions performed during the month. Report has to be signed and attested by the respective designated revenue officer. Tehsil Authorities will in turn release the 90% of the payment after verification of the bills. The balance 10% remaining payment would be released when the next payment is due after verification of the bills.

Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

Note: A payment of interest at the rate @ 0.75 per two months would be made to BOOT Operator on the account of delayed payments due for more than a month subject to the approval of the concerned Deputy Commissioner.

4 O&M for provision of Land Records Services

- a The payments shall be made (tehsil-wise) by authorities at District Headquarters to the successful tender on monthly basis
- b The payment shall be based on per transaction charges.
- c No additional payment will be made for any regular data entry activities carried out for updation of land records.
- d The monthly bills will be submitted by the agency(s) to the respective Tehsil Authorities along with a report of activities and transactions

performed during the month. Report has to be signed and attested by the respective designated revenue officer. Tehsil Authorities will in turn release the 90% of the payment after verification of the bills. The balance 10% remaining payment would be released when the next payment is due after verification of the bills.

Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

Note: A payment of interest at the rate @ 0.75 per two months would be made to BOOT Operator on the account of delayed payments due for more than a month subject to the approval of the concerned Deputy Commissioner.

5 Operationalisation of State Data Center

The payment shall be made on monthly charge basis in arrears.

6 Generation and Printing reports in addition to MIS Reports (as specified in RFP, Volume 1, Annexure 1)

The payment shall be made monthly by the Tehsil Authorities on the basis of number of actual page printouts after verification of the submitted bill.

7 Suvidha Services

The payment will be made on terms mutually agreed between the tenderer and respective Deputy Commissioners for the additional services rendered by the operator.

All the applicable taxes and other statutory deductibles like work contract tax, service tax and income tax etc. will be deducted at source as per the prevalent rules and regulations at the time of making payments to the agency(s) during the billing cycles.

3.14 Obligations of the selected agency(s)

- 1 The selected agency shall be obliged to work closely with revenue department and district administration and abide by directives issued by the department / district administration.
- 2 The selected agency shall abide by the job safety measures prevalent in India and will free Punjab Land Records Society and the district administration from all demands or responsibilities arising from accidents or loss of life the cause of which is the agency's negligence. The agency will pay all indemnities arising from such incidents and will not hold Punjab Land Records Society / district administration responsible or obligated.
- 3 The selected agency will treat as confidential all data and information, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Authorised Representative, PLRS.
- 4 The selected agency shall install and use only the recommended / supplied software and hardware in specified quantities during the period the contract.
- 5 The set up and the manpower deployed shall be dedicated for the use of Department of Revenue office work only. It shall not be used for any other purpose during or after office hours or holidays.
- 6 The selected agency shall be responsible for the maintenance, up keep and upgradation (if required) of all the hardware devices installed by him during the period of the contract for the fulfillment of service levels as agreed.
- 7 The contract shall not be assigned or sublet to any third party without the written approval of the Authorised Representative, Punjab Land Records Society.
- 8 The selected agency must handle carefully all the equipments and work. It should not affect the normal working of Government office. Right time attendance and work are important; otherwise it shall be treated as non-cooperation to department, which will be liable for termination of contract.
- 9 The contractor shall comply with all rules regulations byelaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges that are levied on him without any extra cost to the Authorised Representative, PLRS.

3.14.1 Inspection & Test

- 1 Punjab Land Records Society reserve the right of inspection and testing of the goods prior to delivery and after delivery at the site, or at anytime during the period of the contract.
- 2 Punjab Land Records Society reserve the right to inspect, test and, wherever necessary, reject the Goods after the Good's arrival at Project Site. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Authorised Representative, Punjab Land Records Society or its representative prior to the Goods shipment.

3.14.2 Delivery & Documents

Delivery of Goods shall be made by the selected agency strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by the Authorised Representative, Punjab Land Records Society.

3.14.3 Third Party Claims

The selected agency(s) shall indemnify Punjab Land Records Society against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

3.14.4 Ownership of Equipments

All the equipments provided by the selected agency(s) shall virtually have the right to use of the property by Punjab Land Records Society throughout the contract period though the ultimate transfer may come much later, after the expiry of the contract period. The selected agency will therefore will not shift, move, and transfer the equipments without the prior consent of Authorised Representative, Punjab Land Records Society. Such a request by the agency should be made with suitable justification and reasoning. However, the selected

tenderer will be allowed to carry out normal maintenance activities as scheduled. It should be noted that if equipment has to be replaced, the replacement must have a manufacturing date later than the equipment being replaced and the configuration of the replacement should be same or higher than the equipment being replaced. Information about all such replacements along with reasons for should be provided in writing to the Authorised Representative, PLRS.

Ownership of all the data created during the period of contract shall be the property of the Authorised Representative, Punjab Land Records Society.

No third party interest in any form (lien, mortgage, hypothecation etc.) without the prior approval and consent of Authorised Representative, Punjab Land Records Society can be created on the assets, equipments etc. installed by the selected agency(s).

3.14.5 Prevention of Corrupt or Fraudulent Practices

Punjab Land Records Society requires that agencies observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, Punjab Land Records Society

- (i) Defines for the purposes of this provision, the terms set forth as follows:
 - a. "Corrupt practice" means offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of Authorised Representative, Punjab Land Records Society, and includes collusive practice among agencies (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Authorised Representative, Punjab Land Records Society of the benefits of the free and open competition;

- (ii) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iii) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- (iv) The following actions would be taken in case of any fraudulent practices adopted by the selected bidder during the course of contract:
 - a. The BOOT Operator would be required to immediately dismiss the operators involved in the fraud and any or both of the following action would be taken by PLRS:
 - i. Legal action would be initiated by the authorities.
 - ii. Loss to State Exchequer due to the fraud attributable to BOOT Operator's personnel would be fulfilled by the BOOT Operator.
 - iii. The payment for that month and for the subsequent 2 months would be forfeited by PLRS.

The past performance of the agency will be cross-checked if necessary. If the facts are proven to be dubious the agency's tender will be ineligible for further processing.

The selected agency shall hire employees only after checking past records.

The data generated out of transactions shall not be misused in any way.

All the software used must be duly licensed.

3.14.6 Interpretation of Clauses

In case of any ambiguity in the interpretation of any of the clauses in the tender document, Authorised Representative's (Punjab Land Records Society) interpretation of the clauses shall be final and binding on all parties.

FORM I
TECHNICAL PROPOSAL

4 FORM I TECHNICAL PROPOSAL

Covering letter

To

Member Secretary, Punjab Land Records Society (PLRS),
Office of Director Land Records
Kapurthala Road, Jalandhar,
Punjab – 144 002

Dear Sir,

Ref: RFP – To Outsource Computerisation of Registration & Land Records Management System and Provisioning of Citizen and Back-end Services through Establishment and Operations & Management of Citizen Service Centres throughout the State of Punjab on PPP Model

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Computerized Land Records Administration Services on **Build Own Operate Transfer Model** basis for State of Punjab and to meet such requirements and provide such services as are set out in the Bid Document.

We attach hereby the Bid Technical Response as required by the tender document, which constitutes our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and Authorised Representative, Punjab Land Records Society or its appointed representatives.

If our Bid is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a nationalized bank in India, acceptable to Authorised Representative, Punjab Land Records Society, for a sum of INR 1 Crore (Rs. One Crore only) per division, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid Response for a period of SIX (plus ONE) MONTHS from the date fixed for Bid opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, this Bid Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this		Day of	2005
(Signature)	(In the capa	city of)	
Duly authoriz	ed to sign the Bid	Response	for and on behalf of:
(Name and a	address of Tenderii	ng Compa	ny)
Seal/Stamp of	of Tenderer		

Witness signature:	
Witness name:	
Witness address:	
Attachments: signatures Bid Tec	Board resolution delegating signing powers to authorized hnical Response
CERTIFICATE AS T	O AUTHORISED SIGNATORIES
I, certify that I am	Secretary of the
(Name of tenderin	g company)
And that	
(Name of above of	ompany signatory (s))
Who signed the a its governing body	bove Bid is authorized to bind the corporation by authority of
(Seal)	

The Technical Proposal should consist of the following information in the given format in subsequent pages:

- TP 1 Tenderer's Organization and Experience
 - A Information on Tenderer's Organization
 - B Tenderer's Experience
- TP 2 Description of the Approach, Delivery Methodology and Work Plan for Performing the Assignment
- TP 3 Team Composition and Task Assignments
- TP 4 Curriculum Vitae (CV) for Proposed Professional Staff
- TP 5 Staffing Schedule
- TP 6 Work Schedule
- TP 7 Technical Specifications/ Brands of the proposed equipments

In view of the changes in the technical bids arising out of technical discussions with the qualified tenderers, the tenderer is allowed to change the commercial bid within 96 hrs. of signing off the technical bids. All pre-qualified tenderers shall have to sign-off the Approach & Delivery Methodology, Work Plan, Organisation & Staffing, Team Composition & Task Assignments, CV of Staff, Staffing & Work Schedule, Technical Specifications/ Brands of the proposed equipments etc. as per TP1, TP2, TP3, TP4, TP5, TP6, TP7 and to the satisfaction of the evaluation committee.

TP 1 Tenderer's Organization and Experience

A - Tenderer's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/ entity and each associate for this assignment.]

B - Tenderer's Experience

[Using the format below, provide information on each project for which your organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current Rs):					
Country: Location within country:	Duration of assignment (months):					
Name of Client:	Total No. of staff-months of the assignment					
Address:	Approx. value of the services provided by your firm under the contract (in Rs.)					
Start date (month/year): Completion date (month/year):	Technologies involved/ number of locations covered, etc.					
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):					
Narrative description of Project:						
Description of actual services provided by your staff within the project:						

TP 2 Description of the Approach, Delivery Methodology and Work Plan for Performing the Assignment

Important Note: The Tenderers are required to furnish the following information for Data digitisation, Hardware supply, Operations and Maintenance of Citizen Service Centers and Operationalisation of State Data Center separately.

Technical approach, delivery methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Delivery Methodology,
- b) Work Plan, and
- c) Organization and Staffing,
- a) Technical Approach and Delivery Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, delivery methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and delivery methodology, showing understanding of the scope of services and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

TP 3 Team Composition and Task Assignments

Important Note: The Tenderers are required to furnish the following information for Data digitisation, Hardware supply, Operations and Maintenance of Citizen Service Centers and Operationalisation of State Data Center separately.

Professional Staff							
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned			

This information should be provided for all key staff, such as project supervisor, project managers, technical support staff, etc. The relevant CV's of the professional staffs mentioned above are also required to be given in the format provided under this section.

TP 4 Curriculum Vitae (CV) for Proposed Professional Staff (Project Supervisors, Project Manager, IT Support Staff)

1. Proposed Position:									
2.	Name of Firm [write name of firm proposing the staff]:								
3.	Name of Staff [write full name]:								
4.	Date of Birth:Nationality:								
5.	Education [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:								
6.	Membership of Professional Associations / Certifications:								
	Other Training [Indicate significant training since degrees under "5 – ucation" were obtained]:								
8.	Countries of Work Experience: [List countries where staff has worked in the last ten years]:								
9.	Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:								
10	D.Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:								
Fro	om [Year]: To [Year]:								
Εm	nployer:								
Po	sitions held:								

11.	12. Work Undertaken that Best Illustrates Capability
	to Handle the Tasks Assigned
[List all tasks to be performed under this assignment]	[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the project] Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:
correctly describes myself	that to the best of my knowledge and belief, this CV, my qualifications, and my experience. I understand ent described herein may lead to my disqualification or
[Signature of staff me	Date: mber or authorized representative of the staff]

GENERAL INSTRUCTIONS

TP 5 Staffing Schedule

Important Note: Tenderers are required to furnish the following information for Data Digitisation, Operations and maintenance of Citizen Service Centers

N°	Name of Staff	Staff input (in the form of a bar chart)													
11		1	2	3	4	5	6	7	8	9	10	11	12	n	
Own				_		_		_	_			_	_		
1]													
2															
n															
										ı	Subtotal				
Cont	racted														
1															
2															
n															
							•	Subtotal							
											Total				

GENERAL INSTRUCTIONS

TP 6 Work Schedule

Important Note: Tenderers are required to furnish the following information for Data Digitisation, Operations and maintenance of Citizen Service centers

N°	Activity	Months												
IN		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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

The work schedule should reflect how and by when the tenderer expected to complete the assignment for each of the component and how this work plan maps to the resource schedule given earlier.

TP 7 Technical Specifications/ Brands of the proposed equipments

Sl No	Equipment	Make and Model	Compliance to Minimum Specifications as per Vol. I of RFP (any deviations, including upward or downward revision in specifications, to be clearly mentioned and explained)



5 FORM II FINANCIAL PROPOSAL

Covering letter

Tο

Member Secretary, Punjab Land Records Society (PLRS),
Office of Director Land Records
Kapurthala Road, Jalandhar,
Punjab – 144 002

Dear Sir,

Ref: RFP – To Outsource Computerisation of Registration & Land Records Management System and Provisioning of Citizen and Back-end Services through Establishment and Operations & Management of Citizen Service Centres throughout the State of Punjab on PPP Model

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Computerized Land Records Administration Services on **Build Own Operate Transfer Model** basis for State of Punjab and to meet such requirements and provide such services as are set out in the Bid Document.

We attach hereby the Bid Commercial Response as required by the tender document, which constitutes our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and Authorised Representative, Punjab Land Records Society or its appointed representatives.

If our Bid is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a nationalized bank in India, acceptable to Authorised Representative, Punjab Land Records Society, for a sum of INR 1 Crore (Rs. One Crore only) per division, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid Response for a period of SIX (plus ONE) MONTHS from the date fixed for Bid opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, this Bid Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this		Day of	2005					
(Signature)	(In the capa	acity of)						
Duly authori	zed to sign the Bid	Response	for and on behalf of:					
(Name and address of Tendering Company)								
Seal/Stamp	of Tenderer							

Witness signature:		
Witness name:		
Witness address:		
Attachments: signatures Bid Tec	Board resolution delegating signing powers to authorize hnical Response	€d
CERTIFICATE AS T	O AUTHORISED SIGNATORIES	
I, certify that I am	Secretary of the	
(Name of tenderin	g company)	
And that		
(Name of above c	ompany signatory (s))	
Who signed the all its governing body	bove Bid is authorized to bind the corporation by authority	of
(Seal)		

The Financial Bid should include the following forms:

FF 1 Financial Bid for Data Digitisation

FF 2 Financial Bid for supply of hardware on upfront payment basis

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centers

FF 4 Financial Bid for Operationalisation of State Data Centre

FF 1 Financial Bid for Data Digitisation

SI No	Register	Rate per record of data entry for Given register (Amount in Indian Rupees)						
		Jalandhar	Patiala	Ferozpur + Faridkot	Whole State			
1	Jamabandi register per Khewat							
2	Mutation register per Mutation entry							
3	Musavis (including Field Book) per Musavi							
4	Girdawari register per Khasra per season*							
6	Roznamcha Waqiati register per page							

FF 2 Financial Bid for supply of Equipment on upfront payment basis

FF2: Back Office Equipment Supply, Installation and Commissioning on upfront Payment with five years on-site comprehensive OEM Warranty (Amount in Indian Rupees)

S.No.	Equipment	Unit Rate	Jalandhar		Patiala		Ferozepur + Faridkot		Whole State	
			Qty.	Price	Qty.	Price	Qty.	Price	Qty.	Price
1	Tehsil Server ('Super A', A category configuration) with bio-metric fingerprint device									
2	Tehsil Server (B, C, D category configuration) with bio-metric fingerprint device									
3	Switch ('Super A', A category configuration)									
4	Switch (B, C, D category configuration)									
5	Router									
6 Total Price		·		•						•

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Registration: Jalandhar

To be calculated as per the statistical data mentioned in Annexure 5B of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction			Pe	Y1*V+Y2*V+Y3*V+Y4*V+Y5*V				
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge	
1	Per Deed Registration								
	Total Usage Charge = TUCR								

TUCR = TPR1+TPR2+TPR3+TPR4+TPR5

(TPRn is TPR for year n)

Please provide details of calculations used to arrive at the above rates as per the template specified below:

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
E	Equipment / Software						
1	Laser Printer for Back Office						
2	PC with single monitor						
3	Digital Camera						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
4	Biometric Devices						
5	Scanner						
6	Dot Matrix Printer						
7	UPS (KVA)						
8	UPS (KVA)						
9	UPS (KVA)						
10	UPS (KVA)						
11	UPS (KVA)						
12	Token Generation System						
13	Chairs for Employees						
14	Chairs for Citizens						
15	Generator (KVA)						
16	Generator (KVA)						
17	Generator (KVA)						
18	Generator						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
	(KVA)						
19	Generator (KVA)						
20	Plotter						
21	LAN cabling and racks (including all requisite components and services)						
22	Power cabling (including all requisite components and services)						
N							
	Eqpt. Cost (E)						
М	Manpower						
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
5	Back Office Operator						
6	Front Office Operator/						
7	Help Desk Operator						
8							
N							
	Manpower Cost (M)						
F	Facility Managemer						
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3	·						
N							
	FM Cost (F)						
С	Consumables For						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5							
N							
	Consumables Cost	(C)					
OC1	Other Category 1						
001	Other Gategory 1						
OC2	Other Category 2						
Ocn	Other Category n						
	Total Cost = TCR						
	Expected Return or Investment R%	1					
	Total Price = TPR = TCR*((100+R)/100)						

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Land Records: Jalandhar

To be calculated as per the statistical data mentioned in Annexure 5A of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction			Per Transactions Charge						
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge		
1	All kinds of Nakal per page print									
2	Mutation Processing per mutation transaction									
3	New Jamabandi generation									
4	New Girdawari generation									
5	New Musavi generation									
	•	· · · · · ·		Total Usage Cha	rge = TUCLR			-		

TUCLR = TPLR1+TPLR2+TPLR3+TPLR4+TPLR5

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
E	Equipment / Software						
1	Laser Printer for Back Office						
2	Color Deskjet Printer		-				
3	Line Printer		<u>-</u>				
4	PC with single monitor						
5	Digitial Camera						
6	Biometric Devices						
7	Scanner						
8	Dot Matrix Printer						
9	UPS (KVA)						
10	UPS (KVA)						
11	UPS (KVA)						
12	UPS (KVA)						
13	UPS (KVA)						
14	Token Generation System						
15	Chairs for Employees						
16	Chairs for Citizens						
17	Generator (KVA)						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
18	Generator (KVA)						
19	Generator (KVA)						
20	Generator (KVA)						
21	Generator (KVA)						
22	Plotter						
23	LAN cabling and racks (including all requisite components and services)						
24	Power cabling (including all requisite components and services)						
N	Eqpt Cost (E)						
M	Manpower						
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						
4	DBA						
5	Back Office Operator						
6	Front Office Operator						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
7	Help Desk Operator						
8							
n							
	Manpower Cost (M)						
F	Facility Management						
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3							
n							
	FM Cost (F)	•					
С	Consumables For						
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5							
n							
	Consumables Cost (C						
OC1	Other Category 1						
OC2	Other Category 2						

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Computerisation of Reg	gistration and	Land Records ir	the State of Pun	iak

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	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
Ocn	Other Category n	<u> </u>					
	Total Cost = TCLR						
	Expected Return on Investment R%						
	Total Price = TPLR = TCLR*((100+R)/100)						

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Registration: Patiala

To be calculated as per the statistical data mentioned in Annexure 5B of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction			Pe	Y1*V+Y2*V+Y3*V+Y4*V+Y5*V							
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge				
1	Per Deed Registration											
		Total Usage Charge = TUCR										

TUCR = TPR1+TPR2+TPR3+TPR4+TPR5

(TPRn is TPR for year n)

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
E	Equipment / Software						
1	Laser Printer for Back Office						
2	PC with single monitor						
3	Digitial Camera						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
1	Biometric Devices						
2	Scanner						
3	Dot Matrix Printer						
4	UPS (KVA)						
5	UPS (KVA)						
6	UPS (KVA)						
7	UPS (KVA)						
8	UPS (KVA)						
9	Token Generation System						
10	Chairs for Employees						
11	Chairs for Citizens						
12	Generator (KVA)						
13	Generator (KVA)						
14	Generator (KVA)						
15	Generator						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
	(KVA)						
16	Generator (KVA)						
17	Plotter						
18	LAN cabling and racks (including all requisite components and services)						
19	Power cabling (including all requisite components and services)						
N							
	Eqpt. Cost (E)						
M	Manpower						
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
5	Back Office Operator						
6	Front Office Operator/						
7	Help Desk Operator						
8							
N							
	Manpower Cost (M)						
F	Facility Managemen	nt					
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3							
N							
	FM Cost (F)	1					
С	Consumables For						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5							
N							
	Consumables Cost	(C)					
OC1	Other Category 1						
OC2	Other Category 2						
Ocn	Other Category n						
	Total Cost = TCR						
	Expected Return or Investment R%	1					
	Total Price = TPR = TCR*((100+R)/100)						

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Land Records: Patiala

To be calculated as per the statistical data mentioned in Annexure 5A of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction			Per Transactions Charge					
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge	
1	All kinds of Nakal per page print								
2	Mutation Processing per mutation transaction								
3	New Jamabandi generation								
4	New Girdawari generation								
5	New Musavi generation								
				Total Usage Cha	rge = TUCLR				

TUCLR = TPLR1+TPLR2+TPLR3+TPLR4+TPLR5

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
			,	,		,	,
E	Equipment / Software			•			
1	Laser Printer for Back Office		· ·				
2	Color Deskjet Printer		-				
3	Line Printer						
4	PC with single monitor		-				
6	Digitial Camera						
7	Biometric Devices						
8	Scanner						
9	Dot Matrix Printer						
10	UPS (KVA)						
11	UPS (KVA)						
12	UPS (KVA)						
13	UPS (KVA)						
14	UPS (KVA)						
15	Token Generation System						
16	Chairs for Employees						
17	Chairs for Citizens						
18	Generator (KVA)						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
19	Generator (KVA)						
20	Generator (KVA)						
21	Generator (KVA)						
22	Generator (KVA)						
23	Plotter						
24	LAN cabling and racks (including all requisite components and services)						
25	Power cabling (including all requisite components and services)						
N							
	Eqpt Cost (E)						
				J	Į.		<u> </u>
М	Manpower						
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						
4	DBA					_	
5	Back Office Operator						
6	Front Office Operator/						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
7	Help Desk Operator						
8							
n							
	Manpower Cost (M)						
F	Facility Management						
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3							
n							
	FM Cost (F)	·					
С	Consumables For						
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5							
n							
	Consumables Cost (C	;)					
OC1	Other Category 1						
OC2	Other Category 2						

			F	

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	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
Ocn	Other Category n						
	Total Cost = TCLR						
	Expected Return on Investment R%						
	Total Price = TPLR = TCLR*((100+R)/100)						

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Registration: Ferozpur and Faridkot

To be calculated as per the statistical data mentioned in Annexure 5B of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction			Pe		Y1*V+Y2*V+Y3*V+Y4*V+Y5*V					
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge			
1	Per Deed Registration										
		Total Usage Charge = TUCR									

TUCR = TPR1+TPR2+TPR3+TPR4+TPR5

(TPRn is TPR for year n)

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
E	Equipment / Software						
1	Laser Printer for Back Office						
2	PC with single monitor						
3	Digitial Camera						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
4	Biometric Devices						
5	Scanner						
6	Dot Matrix Printer						
7	UPS (KVA)						
8	UPS (KVA)						
9	UPS (KVA)						
10	UPS (KVA)						
11	UPS (KVA)						
12	Token Generation System						
13	Chairs for Employees						
14	Chairs for Citizens						
15	Generator (KVA)						
16	Generator (KVA)						
17	Generator (KVA)						
18	Generator						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
	(KVA)						
19	Generator (KVA)						
20	Plotter						
21	LAN cabling and racks (including all requisite components and services)						
22	Power cabling (including all requisite components and services)						
N							
	Eqpt. Cost (E)						
M	Manpower						
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
5	Back Office Operator						
6	Front Office Operator/						
7	Help Desk Operator						
8							
N							
	Manpower Cost (M)						
F	Facility Managemer						
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3	·						
N							
	FM Cost (F)						
С	Consumables For						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5							
Ν							
	Consumables Cost	(C)					
OC1	Other Category 1						
OC2	Other Category 2						
Ocn	Other Category n						
	Total Cost = TCR						
	Expected Return or Investment R%	1					
	Total Price = TPR = TCR*((100+R)/100)						

F 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Land Records: Ferozpur and Faridkot

To be calculated as per the statistical data mentioned in Annexure 5A of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction			Per Transactions Charge					
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge	
1	All kinds of Nakal per page print								
2	Mutation Processing per mutation transaction								
3	New Jamabandi generation								
4	New Girdawari generation								
5	New Musavi generation								
	•			Total Usage Cha	rge = TUCLR				

TUCLR = TPLR1+TPLR2+TPLR3+TPLR4+TPLR5

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
E	Equipment / Software						
1	Laser Printer for Back Office						
2	Color Deskjet Printer		•				
3	Line Printer		•				
4	PC with single monitor						
5	Digitial Camera						
6	Biometric Devices						
7	Scanner						
8	Dot Matrix Printer						
9	UPS (KVA)						
10	UPS (KVA)						
11	UPS (KVA)						
12	UPS (KVA)						
13	UPS (KVA)						
14	Token Generation System						
15	Chairs for Employees						
16	Chairs for Citizens						
17	Generator						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
	(KVA)						
18	Generator (KVA)						
19	Generator (KVA)						
20	Generator (KVA)						
21	Generator (KVA)						
22	Plotter						
23	LAN cabling and racks (including all requisite components and services)						
24	Power cabling (including all requisite components and services)						
N							
	Eqpt Cost (E)						
M	Manpower						
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						
4	DBA						
5	Back Office Operator						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
6	Front Office Operator/						
7	Help Desk Operator						
8							
N							
	Manpower Cost (M)						
F	Facility Management						
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3							
n							
	FM Cost (F)						
С	Consumables For			1	1		<u> </u>
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5	•						
n							
	Consumables Cost (C	;)					
		·		1			
OC1	Other Category 1	 					
OC2	Other Category 2						

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Computerisation of Re	gistration and	Land Records in	the State of Pun	iat

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	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
Ocn	Other Category n						
	Total Cost = TCLR						
	Expected Return on Investment R%						
	Total Price = TPLR = TCLR*((100+R)/100)						

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Registration: Whole State

To be calculated as per the statistical data mentioned in Annexure 5B of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction			P	Y1*V+Y2*V+Y3*V+Y4*V+Y5*V							
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge				
1	Per Deed Registration											
		Total Usage Charge = TUCR										

TUCR = TPR1+TPR2+TPR3+TPR4+TPR5

(TPRn is TPR for year n)

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
E	Equipment / Software						
1	Laser Printer for Back Office						
2	PC with single monitor						
3	Digitial Camera						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
4	Biometric Devices						
5	Scanner						
6	Dot Matrix Printer						
7	UPS (KVA)						
8	UPS (KVA)						
9	UPS (KVA)						
10	UPS (KVA)						
11	UPS (KVA)						
12	Token Generation System						
13	Chairs for Employees						
14	Chairs for Citizens						
15	Generator (KVA)						
16	Generator (KVA)						
17	Generator (KVA)						
18	Generator						

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Computerisation of Registration and Land Records in the State of Punjab

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
	(KVA)						
19	Generator (KVA)						
20	Plotter						
21	LAN cabling and racks (including all requisite components and services)						
22	Power cabling (including all requisite components and services)						
N	Eqpt. Cost (E)						
		Į.		1	1		
М	Manpower			_			
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
5	Back Office Operator						
6	Front Office Operator/						
7	Help Desk Operator						
8							
N							
	Manpower Cost (M)						
F	Facility Managemer						
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3	-						
N							
	FM Cost (F)						
С	Consumables For						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5							
N							
	Consumables Cost	(C)					
OC1	Other Category 1						
OC2	Other Category 2						
Ocn	Other Category n						
	Total Cost = TCR						
	Expected Return or Investment R%	1					
	Total Price = TPR = TCR*((100+R)/100)						

FF 3 Financial Bid for Operations and Maintenance of Tehsil Centres for Land Records: Whole State

To be calculated as per the statistical data mentioned in Annexure 5A of Volume 1 of RFP. Amount in Indian Rupees

S.No	Transaction				Y1*V+Y2*V+Y3*V+ Y4*V + Y5*V			
		Volume (V)	Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	Total Charge
1	All kinds of Nakal per page print							
2	Mutation Processing per mutation transaction							
3	New Jamabandi generation							
4	New Girdawari generation							
5	New Musavi generation							
				Total Usage Cha	rge = TUCLR	•	•	•

TUCLR = TPLR1+TPLR2+TPLR3+TPLR4+TPLR5

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
E	Equipment / Software						
1	Laser Printer for Back Office						
2	Color Deskjet Printer		-				
3	Line Printer						
4	PC with single monitor		-				
5	Digitial Camera						
6	Biometric Devices						
7	Scanner						
8	Dot Matrix Printer						
9	UPS (KVA)						
10	UPS (KVA)						
11	UPS (KVA)						
12	UPS (KVA)						
13	UPS (KVA)						
14	Token Generation System						
15	Chairs for Employees						
16	Chairs for Citizens						
17	Generator (KVA)						
18	Generator (KVA)						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
19	Generator (KVA)						
20	Generator (KVA)						
21	Generator (KVA)						
22	Plotter						
23	LAN cabling and racks (including all requisite components and services)						
24	Power cabling (including all requisite components and services)						
N							
	Eqpt Cost (E)						
M	Manpower						
1	Division Project Manager						
2	District Project Manager						
3	IT Support Staff						
4	DBA						
5	Back Office Operator						
6	Front Office Operator/						
7	Help Desk Operator						

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
8							
N							
	Manpower Cost (M)	!					
F	Facility Management			,			
1	Utilities Management (electricity, telephone etc.)	Lot					
2	Security	Lot					
3							
n							
	FM Cost (F)	•					
		-		•	•		
С	Consumables For						
1	Printers	Lot					
2	UPS	Lot					
3	Generators	Lot					
4	Back-up	Lot					
5							
n							
	Consumables Cost (C	;)					
				•			
OC1	Other Category 1	1					
OC2	Other Category 2						
Ocn	Other Category n						

	F 2

GENERAL INSTRUCTIONS

Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
Total Cost = TCLR	<u> </u>					
Expected Return on In	vestment					
Total Price = TPLR = TCLR*((100+R)/100)						

Note:

- 1. Bidder must note that the financial bid form FF3 lists the minimum line items with respect to the resources to be deployed. Bidder is required to add more line items based on scope of work and services to be delivered. More rows may be added to each category for this purpose. In case of non-availability of suitable catefory in FF3, the requisite categories may be added.
- 2. The bidder must do its own assessment (based on transaction load and SLA requirements) to arrive at optimum numbers/quantities for various line items in each category (the minimum quantities/numbers shall be as per Vol. I of RFP).

FF 4 Financial Bid for Operationalisation of State Data Centre

SI No	Service	Rate per single man-month (Amount in Indian Rupees)
1	Operationalisation of State Data	
	Centre	

FF 5 Financial Bid for additional reports (apart from the requirement as per scope of work/services defined in RFP)

S.No	Page Size	Unit rate including consumables
1	A4	
2	A3	
3	Legal	
4	A5	
5	Letter	
6		
n		

FF5 is an optional item/service which may/may not be availed by the state as per its discretion. The prices quoted here will not be considered for financial evaluation.

6 FORM III: PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY

To
Member Secretary, PLRS,
Office of Director Land Records
Kapurthala Road, Jalandhar,
Punjab – 144 002
Dear Sir,

BANK GUARANTEE FOR EARNEST MONEY – To Outsource Computerisation of Registration & Land Records Management System and Provisioning of Citizen and Backend Services through Establishment and Operations & Management of Citizen Service Centres throughout the State of Punjab on PPP Model.

M/s	_ having its registered o	office at	herein
after called 'tendo	erer') wish to participa	te in the said bid fo	r Computerisation
of Land Records	Administration Prod	ess in the state of P	unjab.
An irrevocable Fi	nancial Bank Guarante	e (issued by a natic	nalized / scheduled
commercial Bank) against Earnest Mone	ey Deposit amountin	g to INR 10,00,000
(Rupees Ten lac	s only) valid up to		is required to be
submitted by the	tenderer, as a condition	n for participation in	the said bid, which
amount is liable t	to be forfeited on happ	ening of any conting	encies mentioned in
the bid document			

In accordance with your bid reference no ______ Dated _____

M/shaving its regist	ered office a	ıt	(hereinafter
called as the tenderer) has undertak	en in pursuanc	e of their offe	r to Punjab Land
Records Society (hereinafter called	as the benefic	ciary) dated _	has
expressed its intention to participat	e in the said	bid and in te	rms thereof has
approached us and requ	iested us		
Bank	to issue an	irrevocable	financial Bank
Guarantee against Earnest Money De	posit amounti	ng to INR 10,	00,000 (Rupees
Ten lacs. only)valid up to	·		
We, the Bank	at		having our
Head office at	therefore	Guarantee ar	nd undertake to
pay immediately on first written de	mand by Autho	orised Repres	entative, Punjab
Land Records Society, the amoun	INR 10,00,0	000 (Rupees	Ten lacs. only)
without any reservation, protest, de	mur and recou	urse in case th	he tenderer fails
to comply with any condition of the	bid or any d	efault in viola	ition against the
terms of the bid, without the ber	eficiary needi	ng to prove	or demonstrate
reasons for its such demand. Any s	uch demand n	nade by said	beneficiary shall
be conclusive and binding on us irre	spective of an	y dispute or	difference raised
by the tenderer.			
This guarantee shall be irrev	ocable and	shall rema	in valid upto
If any further e	xtension of th	is Guarantee	is required, the
same shall be extended to such re	quired period	(not exceeding	ng one year) on
receiving instructions in writing, from	n () (on whose behalf
guarantee is issued.			
In witness whereof the Bank, thro	ugh its author	ized officer h	nas set its hand
stamped on this			
Day of	2005 at _		

Designation

Bank Common Seal

7 FORM IV: PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)

To

Member Secretary, PLRS,

Office of Director Land Records

Kapurthala Road, Jalandhar,

Punjab – 144 002

Dear Sir,

PERFORMANCE BANK GUARANTEE – To Outsource Computerisation of Registration & Land Records Management System and Provisioning of Citizen and Backend Services through Establishment and Operations & Management of Citizen Service Centres throughout the State of Punjab on PPP Model

WHEREAS

M/s. (name of BidderTenderer), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as "Contract") with you (Member Secretary, PLRS) for Project Computerisation of Land Records Administration Process in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder/Tenderer) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR 1 Crore (Rs. One Crore only) per division, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and

payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR 1 Crore (Rs. One Crore only) per division (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the Project from the date of signing of the contract. (plus SIX months) or 'Transfer' + 6 months i.e. (date), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project period (plus SIX months) or 'Transfer' + 6 months for the total solution as per said Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against Authorised Representative, PLRS; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR 1 Crore (Rs. One Crore only) per division, and shall continue to exist, subject to the terms and conditions

contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR 1 Crore (Rs. One Crore only) per division; This Performance Bank Guarantee shall be valid only up to the completion of the Project (plus SIX months) or 'Transfer' + 6 months; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. completion of the project period plus SIX months or 'Transfer' + 6 months for the proposed services to Authorised Representative, PLRS).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated this day 2005.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.