

**REGISTRAR OF FIRMS AND SOCIETIES
GOVERNMENT OF ASSAM**

*Request for proposal to develop, design and implementation of an automated software for Registrar
of Firms and Societies*

**Registrar of Firms &
Societies**

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selection of Applicants for participation in the Bidding Process.

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

RFS may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

IMPORTANT DATES & INFORMATION FOR TENDER

Tender Floating Body	:	
Tender Floating Authority	:	Registrar of Firms and Societies, Assam
Amount Details		
Bid Security/EMD (INR)	:	Rs. 50000
Bid Security/EMD in favor of	:	Registrar of Firms & Societies, Assam
Tender Dates		
Bid Document procurement Start Date	:	16-07-2022
Last Date & Time for Receipt (Submission) of Technical & Financial Bids	:	5-08-2022 2.00 PM
Date and Time of Opening Technical Bid	:	5-08-2022 3.00 PM
Bid Validity Period	:	180 days
Submission of documents etc.	:	O/o the Registrar of Firms & Societies, Assam H/No. 1, 4th Floor, Banphool Nagar Path, Beltola Road, Near Housefed, Dispur, Guwahati-06
Submission in sealed packets		Technical Proposal in One envelop and Financial Proposal in another envelop. Both these proposals are to be submitted in a single envelop.
Officer Inviting Bids	:	Registrar of Firms & Societies, Assam

1. INTRODUCTION

1.1 BACKGROUND

1.1.1. The Registrar is the registering authority and under his supervision and guidance the Grade-III staffs are required to examine and put up proposals for Registration of Firms under Section 58 of the Indian Partnership Act, 1932 and for Registration of Societies under the Societies Registration Act, 1860. Guiding principles under different section of these two Acts are also required to be followed. Besides there are other specific guidelines issued by the Government of India as well as Government of Assam, which are required to be followed in dealing with certain categories of applications for Registration of Firms and Societies as the case may be. Moreover, the Registrar has to provide information requested by different individuals and organizations for different purposes besides supplying information under RTI Act 2005.

1.2 REQUEST FOR PROPOSAL

1.2.1. RFS will appoint an application development service provider to develop a portal to make registration online in the office of the RFS.

1.2.2. RFS invites detailed proposals (Qualification, Technical and Financial Proposals together referred to as “RFP”) from capable agencies. The Scope of Services forming part of the Assignment has been set out in Section 2 of this document.

1.2.3 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP (“Evaluation Criteria”) to identify the successful Bidder for the Assignment (“Successful Bidder”).

1.2 BRIEF DESCRIPTION OF THE BIDDING PROCESS

1.3.1 RFS intends to follow a ‘two-stage’ bid process for the selection of the successful agency, as outlined in this RFP.

1.3.2 The Bidders would need to submit, within the Proposal Due Date as prescribed under the “Important dates & information for Tender” of this RFP; Qualification, Technical and Financial Proposal in the prescribed formats.

1.3.3 RFS would evaluate all the Submissions in accordance with the evaluation criteria set out in Section-4 of the RFP to select a qualified bidder.

1.3 OBTAINABILITY OF RFP DOCUMENT

The RFP would be available at the Office of the Registrar of Firms and Societies, Assam. It may be noted that all subsequent notifications, changes and amendments in the assignment/ documents would be posted on the website <http://rfsfinance.assam.gov.in/>

1.4 GENERAL INSTRUCTIONS

1.4.2 The language of the Bid and related documents and correspondences shall be in English language.

- 1.4.3 The Bidder shall provide all the information sought under this RFP. RFS will evaluate only those Bids that are received in the required formats and complete in all respects.
- 1.4.4 The bidder should have experience in executing mass projects with no less than 1 lakh applications or user base.
- 1.4.5 Bidder should have his registered local office in Guwahati.
- 1.4.6 Valid Trade License Document
- 1.4.7 Incorporation certificate for Pvt Ltd or LLP companies.
- 1.4.8 The Bid shall be typed or written in indelible ink and signed by the Authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- 1.4.9 Bidders are encouraged to submit their respective Bids after exercising due diligence of factors influencing the implementation of the Project applicable laws and regulations, and any other matter considered relevant by them.
- 1.4.10 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP (“Evaluation Criteria”) to identify the successful Bidder for the Assignment (“Successful Bidder”).
- 1.4.11 The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the bidding process, including but not limited to field investigations, data gathering, analysis, design etc. as also any discussions/negotiations. RFS will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 1.4.12 RFS may modify the RFP by issuing an Addendum before Due Date. Any Addendum thus issued shall be part of the RFP and shall be hosted on the website (<https://rfsfinance.assam.gov.in/>). RFS will assume no responsibility for non-receipt of the Addendum.
- 1.4.13 Bidders will not be permitted to alter or modify their bids once submitted.
- 1.4.14 RFS shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by RFS.
- 1.4.15 Any Bid not accompanied by the EMD shall be rejected by RFS, as non-responsive.
- 1.4.16 The bidders may address their queries, if any to the following email id: rfs062014@gmail.com on or before 05 /08/2022

2 TERMS OF REFERENCE

2.2 .1 SCOPE OF SERVICES

- 2.2.2 The scope of this project is to build a public portal for the Registration of Societies Act XXI of 1860 under Government of Assam. The Instant

registration process will be made available online and make it easy and hassle-free to apply and generate the Registration certificate with a few clicks on the go. Our main aim in this project will be to make the registration open to the public. Any group of citizen who wants to form a Society and Partnership Firm can easily use this portal to apply and obtain their registration/renewal certificate for registration of firm and societies online.

2.2.3 Registration of Societies registered under Societies Registration Act, XXI of 1860. End-user/ Citizen: The online form shall have all the required fields and space for uploading required document for registration. Once this form is filled in and required documents uploaded, the user will be directed to the payment gateway. A standard fee will be associated with the registration. On the success of the payment, acknowledge receipt is generated. On examining the application for registration and found to be in order the registration certificate will be available to download by the applicant.

2.2.4 Registration of the Partnership Firm under the Indian Partnership Act, 1932 and along with Form no. I.

2.2.5 End-user/ Citizen: Registration of partnership Firm will be available in this public portal. The online form shall have all the required fields and space for uploading required document for registration. On submission of required data and fee payment, acknowledge receipt is generated. On examining the application for registration and found to be in order the registration certificate will be available to download by the applicant.

2.2.6 Renewal of the existing Society

2.2.7 End-user/ citizen: Through this portal, the citizens may apply for renewal of registration for extension of validity upto 3 years after providing the required documents and after the payment of the renewal fees through the payment gateway. On examining the application for registration and found to be in order the registration certificate will be available to download by the applicant.

2.2.8 Recording of Changes in the Constitution of Partnership Firm along with Form No. V: The portal should record any changes that are made by the end-user. The online form shall have all the required fields and space for uploading required document for registration. On submission of required data and fee payment, acknowledge receipt is generated. On examining the application for registration and found to be in order the registration certificate will be available to download by the applicant.

2.2.9 Officer login: The officer login will have the access to view the details of the applicant. They will also have the option to cancel a registration if found not appropriate. Officer will also have the option to update the details and levy a penalty on cancellation

2.2.10 Multiple Downloads: A copy of the registration certificate will be provided once the registration is successful. This download will be provided in the public portal. They can download the certificate by providing the registered mobile no.

2.2.11 API will be provided to NIC, for them to integrate this system for the registration of the Society for the RTPS/EODB Portal

2.2.12 Payment Gateway: Integration with GRAS, necessary API and integration to be completed along with UAT signoff.

The portal should have the provision for the following features:

- Penalty
- SMS and email alerts and updates on the status
- Download the link via SMS/email
- MIS reports dashboard
- SSL certification
- OTP based security for users
- Dual authentication for officers and admin user types
- QR code information is available at the fingertips by scanning the certificate copy
- One-click automated renewal Load balancing and fail over mechanism
- Audit tracking and login provisions
- Accounts MIS for revenue report as per the meeting

2 Schedule for Completion of tasks

#	Activity / Task / Milestone	Time of completion (In Days)
1	Project Start(Kick off Meeting)	T
2	Requirement Gathering and Planning	T+5
3	Submission of requirement gathering documents & Approvals documents	T+ 7
4	Submission and approval of UAT Plan	T+14
5	Software Design & Development (including acceptance in line with UAT plan and application testing) in phased manner	T+ 40
6	Hosting at staging server (for security audit, training and UAT)	T+42
7	UAT	T+45
8	Security and Load Testing	T+50
9	Go-Live	T+60

10	Final Acceptance Testing and Sign Off by Client	T+70
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***‘T’ refers to project start date. This refers to the day of issue of Letter of Intent.*

Above timelines are mentioned for Application Service Provider to perform various activities under given milestones. Time taken by RFS for evaluation and approval of deliverables will be excluded from the above timelines. The requirements under each phased activity can be found in the Scope of Work detailed below.

Specific features

Support

The successful Application Service Provider should propose new solution to cover requirements (features and functionalities) at least under the following heads:

1. The Application Service Provider shall timely update the Office of The Registrar of Firms and Societies on the collected information (user feedback on facilities & overall software performance)
2. The Application Service Provider must provide support to the application from the date of contract till the end of the contract. Support includes and/or changes to the application features, information etc. as required and needed by RFS from time to time

Miscellaneous

1. The name of the Software application is to be decided by RFS
2. Bidder must handover the application and its sole rights to RFS, Government of Assam at the time of expiration of contract; in full running condition, with knowledge transfer to designated IT personals. At the discretion of RFS the application would be used as deemed fit for the benefit of public
3. The software must be available 24*7 after go-live, it must be free of cost to the general public and all the users

Development

Fact Finding and Requirement Gathering

The Functional Requirements as envisaged for the portal are described in this document. The Application Service Provider needs to Study these carefully and should consult with the concerned .

RFS officials whenever necessary to obtain more details on the requirements of the project. It shall be the duty of Service Provider to refine functional requirements as needed during requirement gathering exercise. The Application Service Provider shall prepare detailed requirement gathering documents, for which the agency shall have a

comprehensive discussion with RFS officials and other stakeholders to ensure that each of the requirements mentioned in this RFP is covered. After approval of requirement gathering documents by concerned officials at RFS, the Application Service Provider will start App Development.

Unique designs of Portal

Design Structure

1. The Application Service Provider needs to submit at least 1 home page and internal pages design layouts for approval
2. Homepage should be attractive and well-constructed, so that it makes a good first impression to all app visitors
3. Homepage should clearly communicate the purpose, and show all major options available on the app
4. A consistent page layout must be maintained throughout the app
5. Graphic elements like buttons and icons should be simple and their meaning and symbolism should be self-explanatory and relevant
6. Wherever a graphic is used meaningful 'alt text' may be given
7. There must be adequate colour contrast between text and background
8. Image should only be used when it adds value to the content.
9. Easy access to the homepage should be provided from every page

Compatibility & Scalability

1. The design of the portal should adjust according to the screen size
2. Design should not be font dependent. The content of the portal should be readable with default standard fonts
3. Design interface should be easy to configure, customize and extend
4. Usage of HTML 5 and Responsive Grid system would be preferred
5. Optimized compressed CSS and JS should be used to allow minimum load time
6. All styling should be handled through external style sheet. All the HTML tags should be styled through CSS, so that it should be uniformly consistent at each location where ever used.

Functional Requirement

Role Based User Access

Admin Role

1. Administrator log-in with complete access
2. Ability to create users and delegate application roles
3. Ability to deactivate users and assign the pending activities to another user with same role.
4. Shifting of activities between different users as per work allotment.

Citizen Interface

5. Simplified user interface with adequate guidance built in functionality in citizen forms
6. Simpler and customized forms to be main available for the Registration of the firms

Localization

1. The default language should be English

Security Features

The Software app should have the following security features:

1. Audit trail at administrator level should also be enabled. It should capture each activity done by each authorized user, IP address, Time stamp etc. to track that who, when and from where has done what changes in the application.
2. The app should be able to generate email and SMS Alerts and also historical report in the security report viewable to the administrator containing the Time, IP address of attackers, the page under attack, and the parameter under attack with the attack values
3. There should be a provision of blocking any IP or Network by assigning IP Address range from accessing the pages of admin module of the app; also the main app (so that identified attackers can be blocked)
4. The admin module, up loader module should be in separate folder so that HTTPS can be configured on the functionality that requires login action to be done. Administrator Panel should be secure enough. Other than username password there should be other secure means for login into admin panel. Onetime password and digital certificate based login facility may be provided on a need basis

Non-Functional Requirement

1. **Scalability:** The architecture is capable to take care of high volume traffic
2. **Portability:** The application components should be portable with minimal effort
3. **Expandability:** It's easy to extend the services provided with minimal changes to other components – that is allowing easier development of new applications based on the existing components and layers
4. **Availability:** The services at each layer allow for high availability
5. **Reliability:** The data being transferred and the processing of the same are reliable. That is, persistence must be provided at each layer and each interface between layers
6. **Recoverability:** The manner in which the system recovers from

failure

7. **Security capability:** Provides services to protect access to sensitive resources or information

Hosting Servers & Market Place Launch (Go Live)

1. The application hosted at suitable cloud/servers to be able to meet the SLA of interaction of users
2. Source Code and Database of the Software application will be deployed by Application Service Provider
3. Digital Certificate for staging server will be taken by Application Service Provider
3. Installation of Digital Certificate will be carried out by the Application Service Provider
4. Installation of all software related to installation will be the responsibility of Application Service Provider
5. Application Service Provider will be responsible for transferring the source code / database to production server

Description/Alt Text for Images

1. Application Service Provider will add/update the tabular content as per guidance of RFS.

UAT

1. The Beta version of the app delivered for UAT should be load test compliant with the expected concurrent usage.
2. All defects found during review, acceptance testing shall be fixed to the satisfaction of the designated RFS official
3. The app within the scope of work shall be as per specifications given. In case the whole application or any part thereof is found to be of inferior quality or not performing satisfactorily the same shall be developed or modified free of charge immediately. This will

be based on review and suggestions and order by RFS

4. All the expenses (stationary, postage, transport, accommodation etc.) shall be borne by Application Service Provider for UAT

Training & Handholding support

1. Proper training has to be provided to Nominated RFS staff
2. All the Training material, user; manuals in soft copy in printable format will be provided by the Application Service Provider to RFS (i.e. Assamese and English).
3. Onsite support through online medium to be provided to team of officers as per requirement

Maintenance phase

The Application development agency should provide maintenance support for application post development and delivery up to one year. This support can later be extended for 3 years after the 1st year support and maintenance is over as per mutual agreement.

Scope of maintenance support

1. **Technical Assistance:** Application Service Provider will be responsible for providing technical assistance on any issue during working days/hours
2. Onsite Training & Handholding of user representatives
3. **Rectification of bugs** like content formatting issues, image placement, link mismatch etc. immediately after user request
4. **Minor Changes** like changing static images, text, updating your privacy policy, app terms of use, disclaimers etc.

Deliverables

1. Software app based on requirement of RFS along with database
2. Soft copy of user manual for each module of Software app
3. Online Training on administration, operation & maintenance of the application at RFS office or as per suggested location by RFS. Training Manual/ presentations would also form part of deliverables
4. The database backup and restoration process properly documented
5. Test Report w.r.t. the following:
 - i. Functionality
 - ii. Security
 - iii. Other

Service Level Agreement

The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the Application Service Provider to the RFS office for the duration of this contract.

Category of SLA

This Service Level Agreement document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Application Service Provider shall ensure provisioning of all required services while monitoring the

performance of the same to effectively comply with the performance levels. The services provided by the Application Service Provider shall be reviewed by RFS that shall:

- a) Regularly check performance of the Application Service Provider against this SLA

- b) Review of statistics related to rectification of outstanding faults and agreed changes

The SLA is to be observed as in phased manner.

The SLA has been logically segregated in the following categories:

- i. Deployment SLA - SLA is applicable as per the scope for development, deployment.
- ii. Operational SLA – SLA applicable after the acceptance of the App and the entire support period of the project

2.3 GENERAL TERMS AND CONDITIONS

RFS reserves the right not to accept bid(s) from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies & Vigilance Cell.

- A. RFS is not bound to accept any bid under this process or to assign any reason for non-acceptance. RFS reserves its right to accept the bid in part or in full.
- B. RFS reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s).
- C. RFS reserves the right to withdraw/cancel the bid document partially or completely at any stage.
- D. RFS reserves the right to seek any clarification or waive any infirmity that it deems fit from a bidder.

Termination of The Bid Process

RFS reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for its action.

Arbitration

In case of any dispute RFS may appoint an arbitrator, which will be accepted by the agency / firm. The decision of the arbitrator will be final and binding on both the parties. The jurisdiction of the court will be Guwahati (Assam).

Validity of the Contract

The subsequently issued Contract shall have a term effective from the date of

award of the contract/ tender till the completion of one year of the contract which may be negotiated and renewed thereafter periodically for a three years contract period for Maintenance & Support. Renewal and negotiation of the contract with the Service Provider will be based on performance.

Payment Schedule

Payment shall be made against Invoices duly certified by RFS. All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment. Payment would be made as per the following schedule: -

% of Total Contract/ Value of development	Milestones (In phased manner for each module and phase)
20%	Award of Contract
20%	Completion of UAT
50%	Final Acceptance Testing and Sign Off by client
10%	Post maintenance support and Handing over of Application Assets after the completion of one year of the contract

Support and maintenance can be billed per month by the firm/agency.

3. BIDDING PROCEDURE

3.1 SUBMISSION PROCEDURE

Technical Bid: Bidders shall submit physically their bid in a sealed envelope super-scribed with due date, time, project and nature of bid.

PART 1- Bid security in a separate sealed envelope superscripted with the Tender Document number. Please enclose EMD of Rs. 50,000 / - in form of FDR drawn in favour of Registrar of Firms and Societies payable at Guwahati.

PART 2 – One copy of TECHNICAL BID complete with all technical and commercial details except the prices.

Note: Filling up prices in Part 2 will render the Bidder disqualified.

The envelopes containing Part 1 and Part 2 of offer should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed.

3.1.1 Financial Bid: Bidder shall submit the FINANCIAL BID at the Office of the Registrar of firms and societies, Assam-781006. Services offered should be strictly as per specifications mentioned in this Tender Document.

3.1.2 Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

3.2 ELIGIBILITY CRITERIA

PROCEDURE OF SENDING SEALED OFFERS & SELECTION CRITERIA:

1. As mentioned in Tender Document please refer to section 3 Bidding Procedure.

3.3 NUMBER OF PROPOSALS

3.3.1. Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

3.4 PROPOSAL PREPARATION COST

3.4.1. The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. RFS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.5. RIGHT TO ACCEPT OR REJECT

3.5.1. RFS may reject a proposal at any stage if it is found that the firm/Company recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

- 3.5.2. RFS, Assam reserves the right to reject any Proposal if at any time if a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

3.6 CLARIFICATIONS

- 3.6.1. A prospective Bidder requiring any clarification on the RFP may notify RFS, Assam in writing or by email to RFS within such date as specified in RFP Time Schedule (Section- 5). At its sole discretion, RFS may upload its response to such queries through e-mail or letter.

3.7. AMENDMENTS TO RFP

- 3.7.1. At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, RFS may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addendum / Corrigendum. Such Addendum / Corrigendum would be posted only on RFS.assam.gov.in.

In order to afford Bidders reasonable time to take the Addendum / Corrigendum into account, or for any other reason, RFS may, at its discretion, extend the Proposal Due Date.

3.8 LANGUAGE AND CURRENCY

- 3.8.1. The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. The currency for this bid is Indian Rupee. All the quotes should be in Indian Rupees.

3.9 BID SECURITY

- 3.9.1. Proposals would need to be accompanied by a 'Bid Security'

(EMD) for an amount of Rs. 50,000/- (Rupees Fifty Thousand only). The Bid Security shall be kept valid throughout the Proposal Validity Period and would be required to be extended if so required by RFS.

- 3.9.2. The Bid Security shall be in the form of a FDR in favour of the Registrar of Firms and Societies, drawn on any nationalized / scheduled commercial Bank payable at Guwahati
- 3.9.3. The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between RFS, Assam and the Successful Bidder.
- 3.9.4. The bid security of the successful bidder will be automatically turned in to security deposit at the time of allotment of tender will be refunded along with the final payment.
- 3.9.5. The Bid Security shall be forfeited in the following cases:
 1. If the Bidder withdraws its Proposal;
 2. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

3.10 BIDDER'S RESPONSIBILITY

- 3.10.1. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- 3.10.2. It shall be deemed that prior to the submission of Proposal, the Bidder has:
 - a) Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document.
 - b) Received all such relevant information as it has requested from RFS, Assam; and
 - c) Made a complete and careful examination of the various aspects of the Assignment.
- 3.10.3. RFS shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.11 CORRESPONDENCE/ENQUIRY

- 3.11.1. All correspondence/enquiries should be submitted to the following in writing by registered post / courier:

- 3.11.2. No interpretation, revision, or other communication from RFS regarding this RFP is valid unless it is in writing and is signed by the Registrar

3.12 FORMAT AND SIGNING OF PROPOSAL

- 3.12.1. Bidders would provide all the information as per this RFP and in the specified format. RFS reserves the right to reject any Proposal that is not in the specified format.
- 3.12.2. The Proposal would include three submissions to be made on the respective Proposal Due Date as set out in Section- 5 (RFP Time Schedule).
- 3.12.3. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 3.12.4. The Proposal and its copy shall be typed or printed and the Bidder shall initial each page. The person(s) signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

3.13 PROPOSAL DUE DATE

- 3.13.1. Proposals should be submitted as per information provided in section 5 of this RFP.
- 3.13.2. RFS, Assam at its sole discretion; accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

3.14 TEST OF RESPONSIVENESS

- 3.14.1. Prior to evaluation of Proposals, RFS will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if;
 - a) it is received on the respective Proposal Due Date;
 - b) It is accompanied with the 'Bid Security' amount as set out in RFP Document.
 - c) It is signed, sealed, and marked as stipulated in RFP Document.
 - d) It contains the information and documents as requested in the RFP;
 - e) It contains information in the form and formats specified in the RFP;
 - f) It mentions the validity period as set out in this document;

- g) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by RFS. RFS reserves the right to determine whether the information has been provided in reasonable detail or not;
 - h) There are no inconsistencies between the Proposal and the supporting documents.
- 3.14.2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,
 - a) affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b) limits in any substantial way, inconsistent with the RFP document, RFS’s rights or the Bidder’s obligations under the Agreement, or
 - c) Unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.
- 3.14.3. RFS reserves the right to seek clarification or reject any Proposal which in its opinion is nonresponsive and no request for modification or withdrawal shall be entertained by RFS in respect of such proposal.

3.15 CONFIDENTIALITY

- 3.15.1. Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders would not be disclosed to any person not officially concerned with the process. RFS, will treat all information submitted as part of the Proposal in confidence and will ensure that all those who have access to such material to treat it in confidence. RFS, Assam would not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

3.16 CLARIFICATIONS

- 3.16.1 To assist in the process of evaluation of Proposals, RFS may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

3.17 CONSULTANT(S) AND ADVISOR(S)

3.17.1. To undertake 'Bid Process Management' and to assist in the preparation of bid notifications, documents, examination, evaluation, and comparison of proposals, RFS shall utilize the services of consultant(s) or advisor(s).

3.18 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by RFS before the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

3.18.1 The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.14 with outer envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

3.19 PROPOSAL EVALUATION

The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Criteria set out in Section-3 & 4.

3.20 DELCARATION OF SUCCESSFUL BIDDER

- 3.20.1 RFS may either choose to accept the Proposal of the successful tenderer or invite him for negotiations.
- 3.20.2 Upon acceptance of the Proposal of the tenderer technically qualified with LCS Criteria, with or without negotiations, RFS shall declare the tenderer as the Successful Bidder.
- 3.20.3 In case two or more bidders quote equal in financial bid, then the bidder scoring higher in the technical bid evaluation shall be declared successful.

3.21 NOTIFICATIONS

RFS will notify the Successful Bidder by a Letter of Award (LoA) that its Proposal has been accepted and that the bidder is selected for the tasks mentioned in this RFP and any subsequent notices, corrigendum etc.

3.22 RFS's RIGHT TO ACCEPT OR REJECT PROPOSAL

3.20.4 RFS reserves the right to accept or reject any or all of the

Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Assignment, without liability or any obligation for such acceptance, rejection or annulment.

3.20.5 RFS reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

RFS, Assam reserves the right to reject any Proposal if at any time:

- a) A material misrepresentation made at any stage in the bidding process is uncovered; or
- b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

3.20.6 This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then RFS, Assam reserves the right to:

3.20.6.1 declare the Bidder receiving the next highest score as the successful tenderer and where warranted, invite such Bidder to equal or better the score secured by such disqualified Successful Bidder; or

3.20.6.2 Take any such measure as may be deemed fit in the sole discretion of RFS, including annulment of the bidding process.

Notification of award

Post a successful evaluation of the proposals received under this bid process, RFS, Assam shall intimate the successful bidder, by way of a Letter of Intent inviting him to furnish the requisite performance bank guarantee and execute the resultant Contract.

Performance bank guarantee

The successful bidder shall furnish an unconditional and irrevocable bank guarantee / FDR, in a format acceptable to RFS, Assam valid for the contract term, of a value equivalent to 5% of the contract value.

4.1 EVALUATION OF BIDS

4.1.1 EVALUATION PARAMETERS

RFS will evaluate the bids determined to be substantially responsive i.e., which

- a. Are properly signed;
- b. Conform to the terms and conditions & technical specifications.

Thereafter, the substantially responsive bidders shall be evaluated for qualifying the minimum eligibility criterion.

The Bidder with the highest combined technical cum financial score in the ratio of 80:20 shall be selected

The Bid Security shall be released to the Agency (ies) after completion of the contract

4.2 PREQUALIFICATION

For a bid to be considered as responsive under this bid process, a bidder must meet the following criteria:

#	PQ criteria	Documentary proof
1	Cover Letter	In the Format prescribed in the annexure 1
2	The bidder shall be a firm or incorporated company, having operated for a minimum of one year prior to the issue of this bid document	Certificate of Incorporation
3	The bidder should be in the business of providing IT/IT enabled services (ITeS), specifically development of Software / Software Applications	Copy of the Constitution documents of the Company (relevant extract of Articles of Association and Memorandum of Association) if pvt ltd or llp company
4	The bidder should have a valid PAN Card	Copy of PAN Card
5	The bidder should have a GST Registration Number	Registration Certificate

6	EMD	A DD in the amount prescribed herein valid for the bid validity period
7	Local Office address Proof	GMC Trade License

4.3 TECHNICAL BID EVALUATION

The Application Service Provider shall be evaluated on the following parameters:

S.No.	Evaluation Criteria	Maximum Marks	Documentary Evidence
Domain Expertise, Capacity and Experience		50	
1.	Completed/Ongoing projects (Software applications) to the Government of Assam and its agencies in the last 2 years <i>1 project: 5 marks</i> <i>2 projects: 15 marks</i> <i>3 or more projects: 25 marks</i>	25	Work Completion Certificates or links of running projects with work orders
2.	Prior experience of having completed at least one native Software application project related to financial transaction using GRAS or payment gateway in the last 1 year with Government of Assam. <i>1 project: 10 marks</i>	10	Work Completion Certificate or links of running projects with work orders
3.	Prior Experience of having completed/ongoing successfully at least two projects of Software applications	15	Work Completion Certificate or links of running projects with work orders

	creation in the past 1 year. <i>5 marks for each project</i>		
Understanding of the RFS App concept, Approach & Methodology and Resource Deployment		30	
4	Understanding of the Objectives and Key Functionalities required in the Software application along with Detailed Approach & Methodology	20	Write up with page limit of 20 pages.

5	Technical presentation	10	Presentation to the Committee
Proposed Team		20	
6	Principal Architect <i>B.E/ B.Tech with 3 + years of experience: 3 marks</i> <i>B.E./B.Tech with 4+ years of experience: 4 marks</i>	4	Provide 2 (two) CV
7	UI Designer <i>B.E/B.Tech/BCA with 1 year experience: 4 marks</i>	4	Provide 2 (two) CV
8	Developer(2 no.s) <i>B.E/ B.Tech/BCA: 3 marks</i> <i>1(+) year of experience: +1 mark</i>	8 (4*2)	Provide 3 (three) CV
10	Maintenance Support <i>B.E/B.Tech: 3 marks</i> <i>B.E/B.Tech with 1(+) years of experience + 1 marks</i>	4	Provide 3 (three) CV
	Total	100	

Only bidders scoring 80 marks and above in the technical evaluation shall be qualified for

the financial evaluation.

4.4 FINANCIAL BID

A break-up amount to be quoted by the application service provider as per the Performa in **Annexure 4** of RFP Document.

Award of Contract

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the bidder's prerogative

ANNEXURE - 1

FORMAT FOR COVERING LETTER-CUM-ASSIGNMENT UNDERTAKING

(On the Letterhead of the Bidder)

To,

Date:

The Registrar,
Registrar of Firms and Societies,
Dispur. Assam -781006

Sir,

Ref: - Short tender for development of Software application for Registrar of Firms and Societies

We have read and understood the Request for Proposal (RFP) along with Draft Agreement in respect of the captioned Assignment provided to us by RFS.

1. We hereby agree and undertake as under:

- Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects.
- This Proposal is valid till (At least 120 Months from the Proposal Due Date). Please find enclosed herein with the Proposal the FDR bearing number ----- for Rs.50,000/- (Rupees Twenty Five Thousand only) drawn in favour of the 'Registrar of Firms and Societies' payable at Guwahati towards the 'Bid Security Amount', dated thisday of 2022..
- That as on the date of submission of this tender, there is no blacklisting order that bars us from working with any Government Agency / Department on account of deficiency in service.

Name of the Bidder:

Signature of Authorized Signatory: Name of

the Authorized Signatory

ANNEXURE – 2

LIST OF SIMILAR WORK EXECUTED PERTAINING TO DEVELOPMENT of APPLICATION IN LAST TWO YEARS

Sr.	Name of Client	Location	Description of work	Duration (Start date-Completion date)

NOTES:

- Each of the listed works shall be supported with the copy of work completion certificate or links of running projects with work orders.

If the company or Firm is divided among partners, the experience of the individual or new firm set up by the partners shall be considered, provided past experience is subject to legal consent of individuals, partners or new firm set up by the partners.

Signature:

Name:

Designation:

Complete
address

Name of the Firm/Agency:

ANNEXURE -3

FORMAT FOR FINANCIAL PROPOSAL

(On the letter head of the bidder)

To,

The Registrar
Registrar of Firms and Societies,
Guwahati – 781006

Date:

Sir,

Ref: - Short tender for development of application for Registrar of Firms and Societies

We have reviewed all the terms and conditions of the 'Request for Proposal' and confirm that, we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP. We further declare that, any State Government, Central Government or any other Government or Quasi Government Agency has not barred us from participating in any Bid.

PRESCRIBED PERFORMA FOR FINANCIAL BID

Sl. No.	Description of Work	Amount in Figures*	Amount in Words
1	Our Financial Quote for the Development of Application for RFS are under the following heads: a) Development b) Training & Handholding support c) Annual Maintenance Charges (includes change request) in Mandate		
*The amount quoted is exclusive of all applicable taxes			

In Words:

We abide by our offer / quote of Total Rupees (INR) _____ (In words Rupees) and terms condition of the RFP, if RFS selects us as the Selected Bidder/Agency.

If our offer is accepted and if we fail to perform in the manner as specified in the RFP Document, the amount of Bid Security, as aforesaid, shall stand absolutely forfeited to RFS without prejudicing the rights of RFS to proceed further in any manner it deems fit.

Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us. We understand that RFS is not bound to accept the lowest or any bid it may receive.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be non- responsive, will be sufficient for RFS to reject our bid and forfeit our bid security in full.

Sincerely,

Signature:

Name:

Designation:

Complete address

Name of the Firm/Agency:

Phone no. _____ Mobile _____

E-Mail ID _____