



## **Government of India**

**Ministry of Statistics & Programme Implementation**

**Central Statistics Office (Industrial Statistics Wing)**

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### **TENDER DOCUMENT**

**Tender No: CSO(IS)/CDN/38(1)/Main-web/2016**

**Technical Support to ASI (Annual Survey of Industries) Web Portal  
An e-governance application of Ministry of Statistics & Programme Implementation  
(MOS&PI) developed by NIC/NICSI**

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## Time Line Table

Activity	Date
Date of publication on CPP Portal @ <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> ; MOSPI Website @ <a href="http://www.mospi.nic.in">www.mospi.nic.in</a> ; ASI Web Portal @ <a href="http://www.csoisw.gov.in">www.csoisw.gov.in</a>	01/09/2016
Pre-bid meeting	09/09/2016 at 11:00 AM at Central Statistics Office (Industrial Statistics Wing), 1, Council House Street, Kolkata – 700001.
Last date of submission of Bid	30/09/2016 till 5:00 PM
Opening of Bids (Technical)	03/10/2016 at 11:00 AM at New Delhi
Opening of Bids (Financial)	To be notified later

## 1 BACKGROUND AND REQUIREMENT

- 1.1 Central Statistics Office (Industrial Statistics) Wing (CSO ISW) is an important wing under the Economic Statistics Division of Central Statistics Office(CSO), Ministry of Statistics and Programme Implementation (MOS&PI), Government of India, accomplishing the task of producing principal industrial data of organized manufacturing sector through Annual Survey of industries(ASI). The main responsibility of this wing is to conceive, design, validate and do research regarding Annual Survey of Industries (ASI), which is the principal source of industrial statistics in India.
- 1.2 ASI Web Portal is the first successful e-governance project of MOS&PI which is developed by CSO(ISW) under technical guidance from National Informatics Centre (NIC)/National Informatics Centre Services Inc(NICSI). The project has been made live since 2013.
- 1.3 ASI Web Portal is an online application which is hosted on 24x 7 basis and used by a number of stakeholders like Central Statistics Office (Industrial Statistics) Wing, National Sample Survey Office (Field Operations Division), various factory managements etc. selected during a survey **across the whole country.**
- 1.4 Further, the ASI Frame, ASI Instruction Manual , ASI results & publications, The journal of Industrial Statistics etc. are uploaded on this portal for free dissemination in public domain for use among researchers, scholars, economists , statisticians , research organizations and other data users .
- 1.5 ASI is a complicated statistical large scale survey by its own nature. ASI survey process revolves around a number of steps like Frame preparation, Frame updation, Frame finalization, Sample selection (by suitable statistical techniques), Freezing of samples, Despatching of notices to the selected factories for submission of ASI returns through factory login, scrutiny & validation of data, tracking of work - progress, Management of human resources involved in the survey etc. **The ASI Web Portal has computerized all the above steps.**
- 1.6 In fact, ASI Web Portal has the following key features:
  - a) Distributed data entry at the source with built-in validation, leading to data accuracy and time saving;
  - b) Completely doing away with physical movement of paper schedules from the field offices;
  - c) On-line scrutiny facility at the end of NSSO(FOD) offices at Sub-regional/ Regional/ Zonal/ HQ levels;
  - d) Facility of schedule compilation in online/offline mode.
  - e) On-line transmission of data to CSO (ISW) and day-to-day monitoring of coverage
  - f) Validation of data in respect of codifications, intra-block and inter-block consistencies in the form, and on-line updations;
  - g) Automated sampling process and online allocation of schedules;
  - h) Centralized database management, administration and maintenance of web-portal;
  - i) On-line dissemination of information/ data/ results by CSO (IS Wing);
  - j) '24X7' availability in a secured environment.

- 1.7 Following ‘Go-live’ in 2013, the Portal is under technical support executed by NIC/NICSI under the overall supervision of CSO (ISW).
- 1.8 This tender is for the continuous technical support to ASI Web Portal to provide support activities listed under “Scope of Work mentioned in **Annexure-I**. The bidders should have executed projects using the combination of tools mentioned in respective Technologies.
- 1.9 The support is required to be provided from New Delhi.
- 1.10 The technical support will be for a period of three years with annual review at the rates finalized through this tender. The bidders, will develop/implement/train/ and provide support-services at a location designated by CSO (ISW).
- 1.11 Technical support would be for a definite period and will not amount to any kind of employment obligation on the part of CSO (ISW). The details of the educational qualification and experience of the technical professionals proposed for this technical support through this tendering process is given in **Annexure-III**.
- 1.12 Agencies from all over the country can participate subject to their eligibility and having capacity to provide technical support as indicated in **Annexure-I**.

## 2 ELIGIBILITY CRITERIA

- 2.1 The bidders must be agencies offering total core IT solutions. The bidders turn-over from “software development/ customization/ software maintenance” should be more than Rs. Five Crores in at least one of the three preceding financial years viz. FY 2013-14, 2014-15 and 2015-16. A certificate, in original, from a chartered accountant on the turn-over from the activities defined above for the reference years may be submitted.
- 2.2 Agency should be a single entity, registered as a Company, Firm under respective acts in India.
- 2.3 The Agency should be registered in India with appropriate Tax and other administrative authorities.
- 2.4 Agencies providing Data Entry and Network Support services are not eligible for this tender.
- 2.5 The bidder should have at least 5 years of experience of working in the technology/platform quoted in **Annexure-II**.
- 2.6 The bidder should have executed at least two projects in the technology/platform mentioned in **Annexure-II** with each project having at least Rs. 25 Lakhs value.
- 2.7 The bidder must have at least 2 technical professionals working in each of the technologies (mentioned in **Annexure-II**) for more than one year with them on regular basis for which the agency is participating and should be able to provide project continuity for which they are quoting. Details of these professionals may be submitted, as in **Annexure-IV**.
- 2.8 An undertaking (A certificate as per Annexure VI) that the bidder hasn’t been blacklisted by a central / state Government institution and EMD/PERFORMANCE SECURITY DEPOSIT NOT

FORFEITED(Partly/Fully) and there has been no litigation with any government department on account of similar services.

### **3 SCOPE OF WORK**

Please refer **Annexure-I**.

### **4 TECHNOLOGY AREAS**

Please refer **Annexure-II**.

### **5 BIDDING PROCESS**

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>

#### **5.0 PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Bidder should note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

#### **5.1 Bid Submission**

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with bid submission time. Otherwise the uploaded bid will be rejected.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- j) All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. No request will be considered for price revision during the contract period.
- k) Tender documents should be downloaded from Central Public Procurement Portal(CPPP) <http://eprocure.gov.in/eprocure>.
- l) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document on the website <http://eprocure.gov.in/eprocure>.
- m) Tenders and supporting documents should be uploaded online.
- n) Both Technical bid and Financial bid are to be submitted concurrently, duly digitally signed in the web site <http://eprocure.gov.in/eprocure>.
- o) Hard copies of technical bids submitted through CPP portal along with related documents and EMD may be sent to Under Secretary, Central Statistics Office (Industrial Statistics Wing), 1, Council House Street, Kolkata - 700001, INDIA by hand or post in sealed cover transcribing on the envelope “Technical bids for Technical support for ASI portal”.
- p) For any assistance, please contact the following:  
**Under Secretary**  
**Central Statistics Office (Industrial Statistics Wing),**  
1, Council House Street,  
Kolkata - 700001, INDIA  
Tel: 033-22625084 Email: web-csoisw@nic.in

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contract no. for the helpdesk is 1800 3070 2232.

## 5.2 Bid Composition:

Online Bids are received only on CPP Portal <http://eprocure.gov.in/eprocure/app> on or before due date as indicated in the Notice Inviting Tender (NIT). The bidder shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only those bidders shall be opened who are technically qualified, at a time and place for which notice shall be given. The qualified bidders shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids.

a) Earnest Money Deposit (EMD) :

- i. The Bidders shall furnish a demand draft/bankers cheque, of 2,00,000/- (Rs. Two Lakhs only), from a scheduled commercial bank, drawn in favour of Pay and Accounts Officer, Ministry of Statistics and Programme Implementation, Kolkata payable at Kolkata. EMD shall be submitted through a bank draft/ bankers cheque only. The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender.

b) Technical Bid: Documents as per the eligibility criteria and Technical Bid (**Annexure-IVA, IVB and IVC**) shall be submitted. Each page should be numbered and complying with to the eligibility criteria/technical bid should be indicated using an index page.

c) Financial Bid (**Annexure-V**)

### 5.3 Forfeiture of Earnest Money Deposit

The Earnest Money Deposit shall be forfeited if a Bidder withdraws the bid during the period of bid validity/Does not accept the correction of errors./If the successful Bidder fails to sign the contract within the stipulated time.

### 5.4 Pre bid meeting

CSO (ISW) will hold a pre bid meeting with the prospective bidders (only one per bidder) at on 09/09/2016 at 11:00 AM at Central Statistics Office (Industrial Statistics Wing), 1, Council House Street, Kolkata – 700001. Queries received, from the bidders, two days prior to the pre bid meeting will be addressed. The queries can be sent to Deputy Director, CSO (ISW), Kolkata at [web-csosiw@nic.in](mailto:web-csosiw@nic.in) mentioning subject as **Technical Support for ASI Web Portal**.

### 5.5 Last date for bid submission

- a) Bids, complete in all respects, must be submitted online to CPPP Portal by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be submitted up to the appointed time on the next working day for which CSO(ISW) will make necessary provisions.
- b) CSO(ISW) may, at its own discretion, extend the date for bid submission. In such a case all rights and obligations of CSO(ISW) and the Bidders shall be applicable to the extended time frame.
- c) At any time prior to the last date for receipt of bids, CSO(ISW), may, for any reason, whether at its own initiative (suo motto) or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment shall be notified on the websites <https://eprocure.gov.in>, [www.mospi.nic.in](http://www.mospi.nic.in), [www.csosiw.gov.in](http://www.csosiw.gov.in) and should



be taken into consideration by the prospective bidders while preparing their bids.

- d) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Office may, at its discretion, extend the deadline for the submission/opening of bid suitably
- e) The bidders will bear all costs associated with the preparation and submission of their bids. CSO (ISW) will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- f) Printed terms and conditions of the bidders will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bid.

### **5.6 Opening of Bids**

- a) Bidders have to attend the Technical bid opening session on *03/10/2016* at 11:00 AM at New Delhi at their own cost for making short-presentation of about 15 minutes before the TEC about the agency and projects executed by them in the required technology area. In the event of the specified date of Bid opening being declared a holiday for CSO (ISW), the Bids shall be opened at the same time and location on the next working day.
- b) Prior to opening the Technical Bid, CSO (ISW) shall announce the names of bidders, who had submitted EMD as prescribed.
- c) Technical bid of only those bidders, whose EMD are in order, shall be opened in the presence of Tender Evaluation Committee (TEC) for evaluation.
- d) Financial bid of the bidders whose technical bids qualify as per the prescribed technical evaluation criteria and other tender terms without any deviations, shall be opened on a notified date and time before the TEC for evaluation.

### **5.7 Evaluation of bids**

- a) When deemed necessary, TEC may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b) Any effort by a bidder to influence TEC's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- c) TEC reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for TEC's action and without assigning any reasons.

### **5.8 Technical Evaluation**

- a) The technical bids will be evaluated by TEC. In the first stage, the TEC is to examine the mandatory parameters as given in **5.8 e below**. Bids not qualifying the mandatory parameters

will be summarily rejected. Subsequently, the technical bids will be evaluated on the basis of qualification criterion as given in **5.8 f below, for those who satisfy the mandatory parameters as mentioned in 5.8 e .**

- b) Only those bidders whose Technical bids get a score of 50(Fifty) marks or more out of 100 (one hundred) in the second stage shall qualify for further consideration and shall be ranked from highest to lowest on the basis of their technical score(TS). **A Technical bid shall be rejected if its scores less than 50 %( Fifty percent) marks.**
- c) All the technical bids evaluated as per criteria (a) and (b) above will be notified in the CPP portal as technically quailed or not (Yes/No).
- d) Financial bids of technically qualified will be open by TEC member for third stage evaluation.
- e) The **mandatory** parameters to be used for Technical Evaluation (**First stage**) as follows:

S.No	Parameter	Supporting Document Required	Yes/No and Deviation, if any
1	Earnest Money Deposit(EMD) of Rs. 2,00,000/ -	Demand draft/bankers cheque, of Rs. 2,00,000/- (Rs. Two Lakhs only), from a scheduled commercial bank, drawn in favour of Pay and Accounts Officer, Ministry of Statistics and Programme Implementation, Kolkata payable at Kolkata.	
2	The agency shall be a single entity, registered as a Company, Firm under respective acts in India.	Company Incorporation Certificate or Registration Certification from ROC	
3	The agency must be registered in India with appropriate tax and other administrative authorities.	Service Tax Registration PAN Card	
4	The agency shall have either ISO 9001:2008 for Software Development / Software Maintenance or CMMI Level 5 Certification	Copy of Certificate	
5	An undertaking (self certificate) that the agency hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of similar services.	Self certificate of undertaking to be provided.	

6	The agency must have at least one technical professional having educational qualification as mentioned in Annexure-III and work experience in <b>Adobe Live Cycle</b> technology.	Details of the professionals may be submitted, as in Annexure-IVC along with supporting documents.	
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f) The **scoring** criterion to be used for Technical Evaluation(**Second stage**) as follows:

S.No	Parameter	Supporting Document Required	Maximum Marks	Criteria
1	Bidders experience in offering total core IT solutions in India ( <b>in Years</b> )	Copy of relevant certificates	15	<b>5</b> marks for experience Less than or equal to 5 years ; <b>10</b> marks for experience greater than 5 years and less than or equal to 10 years; <b>15</b> marks for experience greater than 10 years
2	Turn-over from “software development/ customization/ software maintenance” in the preceding three financial viz. FY 2013-14, 2014-15 and 2015-16. ( <b>in Rupees</b> )	A certificate, in original, from a chartered accountant on the turn over from the activities defined above for the reference years may be submitted.	15	<b>5</b> marks for turn over of at least Rs, 5 crores in <b>any one</b> of the preceding three financial years viz. FY 2013-14, 2014-15 and 2015-16; <b>10</b> marks for turn over of at least Rs, 5 crores in <b>any two</b> of the preceding three financial years viz. FY 2013-14, 2014-15 and 2015-16; <b>15</b> marks for turn over of at least Rs, 5 crores in all the preceding three financial years viz. FY 2013-14, 2014-15 and 2015-16
3	No(number) of projects executed by the agency in required technology area ( <b>Dot Net and Adobe live Cycle</b> ) mentioned in this document.	Letter from Customers indicating value of the services provided for the project, work order copies,	15	<b>5</b> marks for executing <b>one (1)</b> project in required technology area( <b>Dot Net and Adobe live Cycle</b> ); <b>10</b> marks for executing

		completion certificates etc. (exclusively mentioning the technology area) may be provided as per Annexure-IVB.		<b>two (2)</b> project in required technology area( <b>Dot Net and Adobe live Cycle</b> ); <b>15</b> marks for executing more than <b>two (2)</b> project in required technology area( <b>Dot Net and Adobe live Cycle</b> ).
4	No of technical professionals currently working with the agency possessing educational qualification as mentioned in Annexure-III and work experience in <b>Dot Net</b> technology.	Details of these professionals may be submitted, as in Annexure-IVC along with supporting documents.	15	<b>5</b> marks for having <b>1(one)</b> professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Dot Net</b> technology ; <b>10</b> marks for having <b>2(two)</b> professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Dot Net</b> technology ; <b>15</b> marks for having <b>more than two (2)</b> professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Dot Net</b> technology.
5	No of technical professionals currently working with the agency possessing educational qualification as mentioned in Annexure-III and work experience in <b>Adobe Live Cycle</b> technology.	Details of these professionals may be submitted, as in Annexure-IVC along with supporting documents.	15	<b>5</b> marks for having <b>1(one)</b> professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Adobe Live Cycle</b> technology ; <b>10</b> marks for having <b>2(two)</b> professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Adobe Live Cycle</b> technology ; <b>15</b> marks for having <b>more than two (2)</b>

				professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Adobe Live Cycle</b> technology
6	Location of the agency	Provide a copy of the address proof	10	<b>10</b> marks for the agency or its office being located <b>within the Delhi &amp; NCR.</b> ; <b>5</b> marks for the agency or its office being located <b>outside the Delhi &amp; NCR.</b>
7	Short presentation of about 15 minutes before the TEC, about the agency and projects executed by them in required technology areas as mentioned in this tender document.		15	Evaluation will be based on the quality of presentations. Marks to an agency will be assigned as the average of the marks given by the <b>technical Members from NIC, Computer Centre, MoS&amp;PI and NSSO,DPD.</b>
<b>Grand Total</b>			<b>100</b>	

### 5.9 Financial Evaluation (Third stage)

In the third stage, the financial evaluation will be carried out by TEC as follows.

- “Improperly quoted Financial bids” and “Financial bids NOT in given format” will be rejected.
- Each financial bid of those agencies having more than or equal to 50% score in the technical evaluation will be assigned financial score(FS) .
- The lowest ‘**Total Project Cost**’ (LTPC) of Financial Bid (Annexure-V) will be given a financial score(FS) of 100 points. The financial score(FS) of others(say, having ‘**Total Project Cost**’ (TPC) will be computed as follows:

$$\text{FS} = 100 \times (\text{LTPC} / \text{TPC}) \text{ (rounded in whole number)}$$

### 5.10 Combined and Final Evaluation

- Proposals will finally be ranked according to their combined technical score(TS) and financial score(FS) as follows by assigning 70% weight to TS and 30% weight to FS :

$$\text{S} = \text{TS} * 0.70 + \text{FS} * 0.30$$

- The selected agency shall be the first ranked agency having the highest combined score (S).
- If two or more bidders have same highest combined score(S), then the agency having greater score for parameter at **Sl no 5 of 5.8 f** will be reckoned for the contract failing which higher FS score failing which higher TS score.

### 5.11 Award of Contract:

- a) On written communication from CSO (ISW), following approval of TEC for having qualified, the bidder will sign the contract with a Service Level Agreement (SLA) within 10 working days of such communication, failing which the offer will be treated as withdrawn and EMD forfeited.
- b) The contract will be for three years.

### **5.12 Performance Security Deposit:**

Within 7 days after the receipt of notification of award of the Contract from the CSO(ISW), the successful Bidder shall furnish Performance Security Deposit to CSO (ISW) , which shall be equal to 10% of the total value of the Contract and shall be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the clients interest in all respects and thereafter EMD shall be returned without any interest.

The Security Deposit is liable to be forfeited either in full or in part, if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and work order placed on the agency. The Security Deposit will be released after satisfactory execution of the work orders i.e. after the ATS period. The successful tenderer shall send a pre-stamped receipt with a request to get refund of PSD after one month but not later than 8 months from the date of completion of period of validity of contract, subsequently his request for refund of PSD will not be considered.

### **5.13 Providing Services / Support**

- a) For the manpower deployed, the agency will keep with them, their present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs and furnish these details/information to CSO(ISW), as and when required.
- b) The personnel deployed from the agency will report to Single Point of contact (SPOC) of NIC/CSO (ISW), who will assign them specific tasks.
- c) In case any personnel of the Agency is found engaged in doing any work other than the task assigned to him/her or is found not useful to the project or leaves the project without any notice, the agency will arrange the replacement within a fortnight at its own cost, otherwise the penalty will be applicable as per the penalty clauses.
- d) Agency must give 30 days advance notice to NIC/CSO(ISW) in case the deployed personnel resigns from the agency. The agency will arrange suitable replacement, acquainted with domain and technology knowledge within that period and ensure that replacement is provided at least a week prior to the last day of the deployed resource, at its own cost. The replacement resource will go through Knowledge Transfer (KT), hand-over etc. from the deployed resource for the week. Otherwise the penalty will be applicable as per the penalty clauses.
- e) The agency will be responsible for any damage to equipments, property and third party liabilities caused by acts on the part of its deployed manpower at NIC/CSO (ISW)/MOS&PI premises. All equipment will be used only for the purpose of carrying out legitimate business of CSO (ISW) and will not be put into any other use. For any established damage the extent of damage as decided by NIC/CSO(ISW) will be final and binding on the agency.
- f) The staff deployed by the agency will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the issues of ASI Web Portal. The agency will verify the character antecedents before deploying any person at NIC/CSO (ISW) premises.

- g) Medical or any other allowances to the staff deployed will not be borne by CSO (ISW) or NIC. It will be the responsibility of the agency.

#### **5.14 Penalty for non-performance**

- a) The bidder will deploy the requisite manpower within 15 working days of placing the work order by CSO (ISW). Beyond fifteen days a penalty of Rs. 500/- per day per person will be levied for a period of 7 days and after that the work order will be canceled. Work order cancellation charges will be applicable at 10% of total project cost which will be realized through the pending bills or by raising claims.
- b) If CSO (ISW) is not satisfied with the performance of any deployed person then agency will replace that person within fortnight on request from CSO (ISW) otherwise the penalty of Rs.1000/- per day will be levied for the period till replacement takes place which will be realized through the pending bills or by raising claims.
- c) Performance security Deposit, as mentioned in 5.12 above, is to be forfeited and credited to the clients account in the event of breach of contractual obligation by the agency, in terms of relevant contract.

#### **5.15 Payment terms**

- a) The payment will be released quarterly after end of quarter.
- b) The payments will be released against pre-receipted bills in triplicate accompanied with satisfactory performance certification of the deployed resources by CSO (ISW)/NIC. Payment will be made within 30 days of submission of completed documents.
- c) For assignments less than a period of a month rates shall be calculated on prorata basis; For calculating the daily rates, based on the prorata for number of working days in a month. For example if services is provided for 5 days in a month that has 22 working days; calculation is done as  $(\text{Rate per month} / 22) \times 5$  (no of days).
- d) All payments to bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.

#### **5.16 Security**

- a) The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- b) The agency or its deployed personnel, by virtue of working on its client projects, can't claim any rights on the work performed by them. CSO (ISW) will have absolute rights on the work assigned and performed by them, including IPR. Neither any claims of the bidder/agency or its deployed professionals will be entertained on the deliverable.

#### **5.17 Indemnity**

- a) The agency will indemnify CSO (ISW) of all legal obligations of its professionals deployed for technical support to ASI Web Portal.

- b) CSO (ISW) also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

## **6 General Terms & Conditions**

- a) The selected agency will not, without CSO(ISW)'s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of CSO(ISW) in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.
- b) The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then CSO (ISW) will impose sanctions which will include: forfeiture of the security deposit and termination of the Contract for default.
- c) CSO (ISW) may, by written notice sent to the selected agency in 15 days advance, terminate the work order and/or the Contract without any reason, in whole or in part at any time of its convenience. The notice of termination will the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. CSO (ISW) reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- d) In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with CSO(ISW), should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- e) The agency automatically agrees with CSO (ISW) for complying with all aspects of fair trade practices in executing the work orders placed by CSO(ISW).

## **7 Termination**

### **7.1 Termination of Insolvency**

CSO (ISW) may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

### **7.2 Termination for default**

*Default is said to have occurred*

- a. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by CSO (ISW).
- b. If the agency fails to perform any other obligation(s) under the contract / work order.
- c. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from CSO (ISW), CSO (ISW) may terminate the contract / work order in whole or in part.



## **8 Force Majeure**

- a) Force majeure clause will mean and be limited to the following in the execution of the contract/work order placed by CSO (ISW) :-
- b) Riot or Civil commotion.
- c) War / hostilities.
- d) Earthquake, flood, tempest, lightning or other natural physical disaster.
- e) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- f) The agency will advise CSO (ISW) in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, CSO (ISW) reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

## **9 Arbitration**

CSO (ISW) and the agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Director General, National Informatics Centre, New Delhi and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in Kolkata, India.

## **10 Applicable law**

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

## **11 SET OFF**

Any sum of money due & payable to the Agency (including security deposit refundable to him) under this contract may be appropriated by the Office or the Govt. or any other person or persons contracting through the Govt. of India & set off the same against any claim of the Office or Govt. or such other person or person for payment of sum of money arising out of his contract made by the agency with Office or Govt. or such other person or persons contracting through Govt. of India.

## Annexure –I: Scope of Work

- The onsite support team would perform activities like requirement gathering for change requests and new requests, solution design, development, testing, support UAT and update project related documentation for offline and online module.
- Maintenance and support of the Live ASI web-portal & its Content Management System(CMS) application.
- Update the web portal with content provided by CSO-ISW / MoS&PI.
- Addition of new web pages / icons / modules / reports as required by CSO-ISW /MoS&PI and integration with original application.
- Changes in Home Page as per requirement from time to time.
- Add / update menu and / or sub-menu items.
- The steps provided by NIC/CSO/MoS&PI are to be followed for the deployment of application and incorporation of changes in the database (addition/deletion/modification) on staging and/or production environment.
- Provide technical solution for the application usage related queries from end-users.
- Implementation of suggestions / changes / patches required to meet the audit compliance standard/report in case CSO-ISW undertakes a 3<sup>rd</sup> party audit.
- Rectification of bugs reported by end-users or any other stakeholders.
- Version control of the source code and DB maintenance including optimization, tuning, indexing etc. performing DBA activity for better performance as and when required.
- Migration of previous years data, if any.
- Taking weekly DB backups (working) and resizing of the log files periodically.
- Deployment and configuration of application including ALC on Production and Staging Server as and when required by CSO-ISW.
- Providing softcopy of updated application installation, configuration manuals, technical document and user manual as and when required.
- Provide softcopy of the source code, deployed code, library and DB backup as and when required.
- Facilitating security audit for the application as and when required.

The **Deliverables** under the Project are as under:

- Predefined Issue tracker – as a MS Excel file for monitoring the type of issue raised and resolved.
- Delivery (in case of any change in the existing application) - Build of the Updated Application, Source Code(as a single integrated application), Updated Technical Documents as a MS Word document in electronic format and Updated User Manual in soft copy format.
- Timely and regular supply of the deliverables.

## **Annexure –II: Technology Areas**

The platform and technologies mentioned below implies expertise on sub-areas of the respective technology such as performance tuning, security, load-balancing, enhancing additional features and software development & maintenance. Bidders having experience on these specialized technologies need to quote.

### **Platform:**

MS- Windows 2012 R2 with IIS 7.0

### **Technology:**

**Online Application:** Dot Net Technology

**Offline Application:** Adobe Live cycle technology (Ver. 10)

**Development Platform** – Work Bench ES3/ES4

**Tools:** Visual Studio (C#)

**Database:** Microsoft SQL Server 2012

### Annexure –III: Educational Qualification and Experience

S.No	Position	Educational Qualification	Experience in no of years
1.	Software Developer/Web Designer/ Content Developer/ Trainers	BE/B.Tech/MCA/ MSc (Computer Science or IT)	3+
2.	Senior Software Developer/Database Administrator/Web Administrator/Senior Content Developer/ Senior Trainer	BE/B.Tech/MCA/ MSc Computer Science or IT)	5+

## Annexure –IVA: Technical Bid – Mandatory & Technical Details

1. Name of the Agency:

2. Agency profile :

Address:

Name of the top executive with designation:

Telephone No :

E-Mail :

3. Strength of technical personnel (No):

4. Mandatory Details:

S.No	Parameter	Details	Supported Documents
1	Earnest Money Deposit(EMD) of Rs. 2,00,000/-		
2	Agencies Registration Details		
3	Service Tax Registration Details in India with appropriate tax and other administrative authorities.		
4	Details of ISO 9001:2008 for Software Development / Software Maintenance or CMMI Level 5 Certification		
5	An undertaking (self certificate) that the agency hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of similar services.		
6	Details of technical professional having educational qualification as mentioned in Annexure-III and work experience in <b>Adobe Live Cycle</b> technology.		

5. Technical Details:

S.No	Parameter	Details	Supported Documents
1	Bidders experience in offering total core IT solutions in India ( <b>in Years</b> )		

2	Turn-over from “software development/ customization/ software maintenance” in the preceding three financial viz. FY 2013-14, 2014-15 and 2015-16. <b>(in Rupees)</b>		
3	No of projects executed by agency in required technology area ( <b>Dot Net and Adobe live Cycle</b> ) mentioned in this document.		
4	No of technical professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Dot Net</b> technology.		
5	No of technical professionals working with the agency possessing educational qualification as mentioned in Annexure-III and in <b>Adobe Live Cycle</b> technology.		
6	Location of the agency.		

I/We hereby declare that the information furnished above is true & correct.

Date:  
Place:

Signature of tenderer/Authorized signatory  
Name

COMPANY SEAL

## Annexure –IVB: Technical Bid –Project Details (Project wise)

a)	Name of the Client with address:	
b)	Assignment Summary (about 5 lines)	
c)	Assignment Start Date MM/YY	
d)	Assignment Completion Date MM/YY:	
e)	Assignment Cost charged to the user: (in lakhs)	
f)	No. of professionals deployed:	
g)	Whether the project is still running: Yes/No	
h)	If yes to item g), who maintains the application	
i)	Name of the contact person and telephone number (of Client)	
j)	Attach certificate of satisfactory implementation from the Client	
k)	Attach work order giving the cost of assignment	
l)	Software Stack Details	

I/We hereby declare that the information furnished above is true & correct.

Date:

Place:

Signature of tenderer/Authorized signatory

Name

COMPANY SEAL

## Annexure –IVC: Technical Bid –Human Resource Details

SNO	Resource- Name	Educational Qualifications	Technology wise work-experience (in years)
1			
2			
3			
4			
5			

I/We hereby declare that the information furnished above is true & correct.

Date:

Signature of tenderer/Authorized signatory

Place:

Name

COMPANY SEAL



### Annexure –V: Financial Bid

Name of the Agency					
No. persons to be deployed	2 (Two)				
Category of resources	Senior Software Developer	Software Developer	<b>Total</b> (E)=(A+B+C+D)x12		
	Actual Cost (A)	Taxes, if any (B)	Actual Cost (C)	Taxes, if any (D)	
Per month rate for resources proposed to be deployed ( <b>Showing taxes separately</b> ) -1 <sup>st</sup> Year					
Per month rate for resources proposed to be deployed ( <b>Showing taxes separately</b> ) -2 <sup>nd</sup> Year					
Per month rate for resources proposed to be deployed ( <b>Showing taxes separately</b> ) -3 <sup>rd</sup> Year					
	<b>Total Project Cost</b>				
	Office Seal	Authorised Signatory Name			

I/ We agree render the services at the above quoted rates during the entire validity period. It is hereby confirmed that I/we shall abide all the terms & conditions as specified in the tender.

Date:  
Place:  
OFFICE SEAL

Signature of Tenderer/Authorized signatory  
Name

## **Annexure –VI**

### **UNDERTAKING CERTIFICATE**

I hereby declare that I am not BLACK-Listed in any Government of India Tenders in any state and my EMD/ Security not forfeited in any Government Department Tender neither Partly nor fully and there has been no litigation with any government department on account of similar services.

Place:

Date:

Signature of the Tenderer

Name  
OFFICE SEAL