



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5382925  
Dated/दिनांक : 22-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-11-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-11-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Statistics And Programme Implementation
Department Name/विभाग का नाम	National Sample Survey Office (nssso)
Organisation Name/संगठन का नाम	Field Operations Division (fod)
Office Name/कार्यालय का नाम	New Delhi
Item Category/मद केटेगरी	Hiring of Agency for IT Projects- Milestone basis
Contract Period/अनुबंध अवधि	3 Year(s) 4 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	5000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	250000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	43

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service

Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

DEPUTY DIRECTOR

National Sample Survey Office (NSSO), Field Operations Division (FOD), Hqrs., Sankhyiki Bhawan, CBD Shahdara, Ministry of Statistics and Programme Implementation  
(Akshita Arora)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Buyer to specify Minimum number of IT Professionals on payroll of service provider and specify documentary evidence:**As indicated in the RFP document

**Certification Requirements of service provider:**CMMI L-3 or higher, ISO 9001, ISO 12207, ISO 27001, ISO 29119

**Scope of Work:**[1729504581.pdf](#)

**Payment Terms:**[1725969134.pdf](#)

**Instructions to Bidder:**[1726222761.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
25-10-2024 15:00:00	2A Block, Sankhyiki Bhawan, CBD Shahdara, Karkardooma, Delhi

**Hiring Of Agency For IT Projects- Milestone Basis ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Sp eci fic ati on	Values
<b>Core</b>	

<b>Sp eci fic ati on</b>	<b>Values</b>
Sc op e of Wo rk	Project Planning and Management , System Study and Design , Development of Application , Site Preparation , STQC Certification , UAT & Go live , Operation & Maintenance (O&M) , Infrastructure , Version Control Disaster Recovery Setup SSL TLS Web Application Firewall
Res our ces Ne ed ed	As specified in Scope of work
De plo ym ent of cor e tea m	hybrid(Buyer to specify model in scope of work)
Del ive rab les / Ti me line s	Submission of Final Project Plan , Submission of Final Inception Report , Approval of Proof Of Concept (POC) , Submission of Final Functional Requirement Specifications (FRS) , Submission of Final High Level Design document (HLD) , Submission of Final Systems Requirement Specifications (SRS) , Submission of Final User Acceptance Testing (UAT) report , Submission of Final version of User Manual , Submission of Security Audit Report , Go-Live of Services , Imparting all Trainings , Submission of Monthly Monitoring Reports (for projects in O&M phase)
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity set to 1</b>	<b>Additional Requirement/अतिरिक्त आवश्यकता</b>
1	Anju Sagar	110032,NATIONAL STATISTICAL OFFICE, FIELD OPERATIONS DIVISION, HEADQUARTERS, SANKHYIKI BHAWAN, CBD SHAHDARA	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

### 4. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 5. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### 7. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

## 8. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**



**RFP for Design, Development and Maintenance of  
Personnel Information Management System Portal  
(PIMS Web Portal) for the outsourced manpower of  
NSSO (FOD)**



REQUEST FOR PROPOSAL

राष्ट्रीय प्रतिदर्श सर्वेक्षण कार्यालय,  
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय,  
भारत सरकार

National Sample Survey Office,  
Ministry of Statistics and Programme  
Implementation, Govt. of India

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## 1. Notice Inviting e-Tenders



### Notice Inviting e-Tenders

राष्ट्रीय प्रतिदर्श सर्वेक्षण कार्यालय,  
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय, भारत सरकार  
National Sample Survey Office,  
Ministry of Statistics and Programme Implementation, Govt. of India



**Tender Notice No. I-1112/Dashboard/CPIMS/2024-IT (56915), Dt. 21.10.2024**

E-Tenders are invited through GeM portal [www.gem.gov.in](http://www.gem.gov.in) in 'Two-bid' system with Technical and Financial bids (simultaneous receipt of separate Technical and Financial bids) from reputed, experienced and financially sound Web portal Development Agencies.

2. The selected agency is required to design, develop, test, implement and maintain the web portal for NSSO (FOD).

3. The interested agencies may submit their tender document complete in all respects along with Earnest Money Deposit (EMD), (except those who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or Ministry of Statistics and Programme Implementation or otherwise exempted as per provisions contained in the latest version of GeM GTC) refundable without interest, in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of "Deputy Director (IT), NSSO (FOD) Hqrs., MoSPI, New Delhi" or hypothecated in favour of "Deputy Director (IT), NSSO (FOD) Hqrs., MoSPI, New Delhi".

4. The tender will comprise of Technical as well as Financial bids separately. Tender and other relevant documents may be seen on the Ministry's web portal [www.mospi.gov.in](http://www.mospi.gov.in), as well as on [www.gem.gov.in](http://www.gem.gov.in). Submission of Bids will be only through GeM Portal ([www.gem.gov.in](http://www.gem.gov.in)) within specified date indicated in the details available on the web portal. Manual submission of the bids is not acceptable. However, it is the responsibility of the bidder that EMD in original or self-certified copy of exemption certificate/document must reach the office of Deputy Director General and Head of Department, FOD, in a sealed envelope subscribed with "Tender for development of PIMS Web Portal for outsourced manpower" on top, on the address given below:

Deputy Director General & Head of Department,  
National Sample Survey Office (Field Operations Division),  
Ministry of Statistics and Programme Implementation,  
Sankhyiki Bhawan, GPOA Building,  
CBD, Shahdara, Near District Court,  
Karkardooma, Delhi- 110032

5. Any further information related to tender will be issued only through the GeM Portal.

6. NSSO (FOD) reserves the right to cancel the tender at any stage without assigning any reason thereof as amended from time to time and GFR-2017 and GOI's Manuals/Guidelines on procurement are integral part of RFP.

## 2. NSSO Introduction

National Sample Survey Office (NSSO) under the Ministry of Statistics and Programme Implementation is broadly responsible for conduct of large-scale sample surveys throughout India on various socio-economic subjects of interest to Government. The organization also conducts surveys on Agricultural Statistics; Annual Survey of Industries; Price Collection, etc. The field work of collection of data on sample basis, through scientifically designed structured schedules of inquiries, is done by the Field Operations Division (FOD) of the NSSO through its network of offices located throughout the country.

The NSSO organizational structure consist of following divisions:

1. **Field Operations Division (FOD):** FOD, with its headquarters at Delhi and Faridabad and a network of six Zonal Offices, 53 Regional Offices and 116 Sub-Regional Offices spread throughout the country, is responsible for the collection of primary data for the surveys undertaken by NSSO from door-to-door visits at selected households/enterprises.
2. **Survey Design and Research Division (SDRD):** SDRD, located at Kolkata, is responsible for technical planning of surveys, formulation of concepts and definitions, sampling design, designing of inquiry schedules, drawing up of tabulation plan, analysis and presentation of survey results.
3. **Data Processing Division (DPD):** DPD, with its headquarters at Kolkata and 6 other Data Processing Centres at various places, is responsible for sample selection, software development, processing, validation and tabulation of the data collected through surveys.
4. **Survey Co-ordination Division (SCD):** SCD, located at New Delhi, coordinates all the activities of different Divisions of NSSO. It also brings out the bi-annual journal of NSSO, titled "Sarvekshana", and organizes National Seminars on the results of various Socio-economic surveys undertaken by NSSO.

## ABOUT NSSO

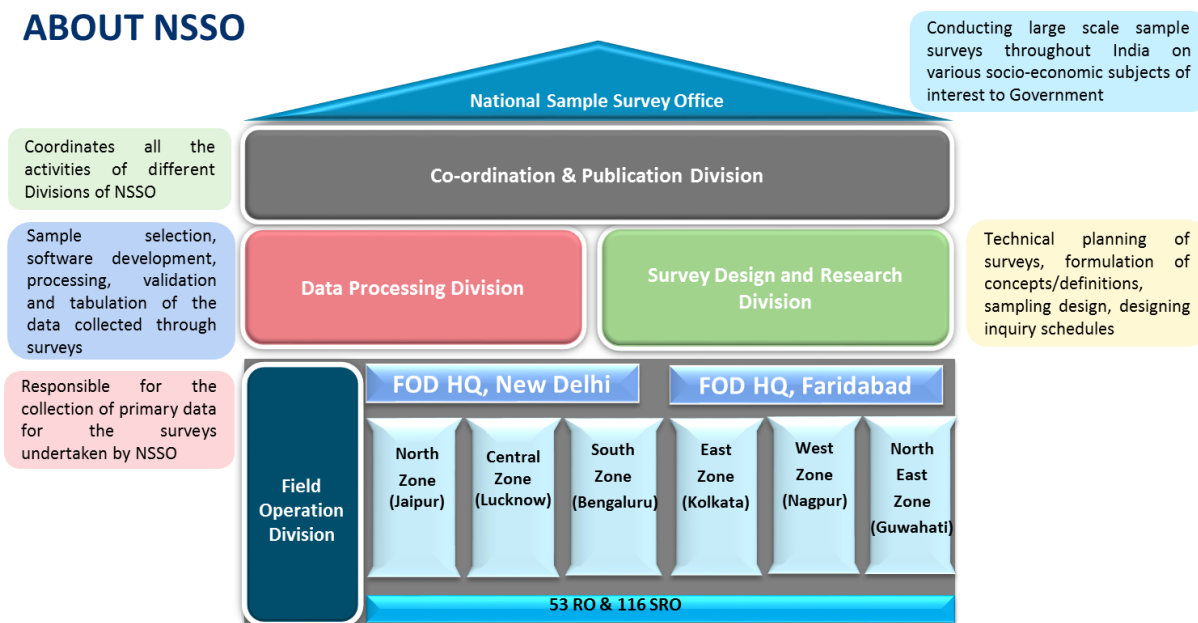


Figure 1: NSSO Organization Structure

## 3. Objective of the RFP

The primary objective of this RFP is to solicit proposals from the pre-qualified bidders, for participation in a bid process for selection of web portal Development Agency, to design, develop, test, implement and maintain the PIMS web portal for NSSO (FOD).

NSSO (FOD) is looking forward to implement the work as outlined in this RFP as per Industry best practices. The Web portal Development Agency will be responsible for Requirement Elicitation, Designing, Developing, Testing and Deployment of PIMS web portal, Operations and Maintenance services for 3 years post successful launch of the web portal. The project can be extended by two optional periods of one year each at the sole discretion of the NSSO (FOD) depends upon subject to performance. The proposed web portal should incorporate key requirements like Security, High-availability, Resilience, Scalability, High-Performance, Interoperability and Manageability and should be amenable to dynamic upgradation to cater to the emergent needs of NSSO (FOD) in terms of compilation of information in desired formats. The RFP intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

## 4. Terms of Reference

The Terms of Reference (ToR) contains the expectations of NSSO (FOD) from the agency with respect to the development of comprehensive PIMS web portal for outsourced manpower. The selected bidder shall be appointed as a System Integrator and will be designing, developing, testing, implementing and deploying a reliable and dynamic open source based or enterprise Content Management System (CMS)-based portal conforming to the Guidelines for Indian Government Websites (GIGW) 3.0 standards, latest CERT-In Guidelines, and also be in readiness for STQC certification.

## 4.1 High Level Scope of Work

**4.1.1 Deliverable:** Develop a highly beneficial, cost-effective, up-to-date, easy-to-use, interactive, and technically sound web portal.

**4.1.2 Content:** The bidder must come up with content (as specified) for the web portal. Wherever information or content is to be provided by NSSO (FOD), the same would be provided.

**4.1.3: Look of the Web portal:** The web portal must be visually appealing and contemporary in its design and presentation with an attractive mix of pictures, videos, graphics, charts and text. The agency must create the wireframe and submit to NSSO (FOD) for approval before the development is started.

**4.1.4: Ease of Use:** The web portal must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.

**4.1.5: Allow for interactivity:** The web portal must include e-mail response, feedback, online forms, and access to various calendar of events.

**4.1.6: Form Printing:** A number of static forms will be available for printing. Web portal must have links or embedded plug-ins for opening and viewing these documents.

**4.1.7: Content Management System (CMS):** The web portal must be built on a content management system that allows for all areas of the site (webpages, images, blogs, forms, etc.) to be easily updated.

**4.1.8: Responsive Design:** The web portal must be responsive, so that it seamlessly adjusts to fit desktops, laptops, tablets and smartphones.

**4.1.9: Hosting:** The Bidder must also have the ability to provide secure hosting services. The portal shall be hosted on any of the Govt. approved cloud service providers empanelled with the Ministry of Electronics and Information Technology (MeitY), as provided by MoSPI, after due Secure Socket Layer (SSL) implementation, Security Audit through the CERT-In empanelled agencies, etc.

### 4.1.10: Security Features:

- All the information security guidelines should be implemented on the web portal as per the Guidelines of the Indian Government Websites (GIGW) 3.0 standards and the latest CERT-In Guidelines. Latest guidelines are available at <https://guidelines.india.gov.in/>.
- Detailed list of all components of the software (including open source) / solution in the form of Software Bill Of Material (SBOM) shall be provided by the vendor. Vendor is also responsible for informing any identified vulnerabilities in the system to the organisation within reasonable time period.
- Enabling authentication for User/ Supervisor/ Publisher of web administrators/ content uploaders.
- Provision to be provided to the Administrator for managing Users and implementation of Password policy.
- Captcha to be implemented to prevent unauthorised access by the password cracking tools, wherever required.
- Session timeout to be implemented for Inactive users, both for Administrator and Content Uploaders.
- Website is to be deployed with SSL (Secure Sockets Layer) / TLS (Transport Layer Security).
- Secure mechanism of changing the password in lost/ forgotten password scenario.
- Availability of DR (Disaster Recovery) set up and Backup for Web and DB (Data Base) servers has to be ensured.
- WAF (Web Application Firewall) to be used for deployment on production environment.
- Audit trail should be enabled on the portal, so that the administrator can see the successful and unsuccessful login, with time, Geography, IP attempts along with IP location on the web portal, pages / sections visited by the user.
- The admin module and uploader module files should be stored in separate folders.
- Protecting portal resources from unauthorised use, access, changes, destruction, or disruption to be ensured to prevent leakage of sensitive information like passwords, email addresses, etc.
- Data downloads should only provide a copy of the data without access to the actual data/database in remote servers
- The path of the content uploaded on the web portal would be completely isolated / secure and would have restricted access.
- Only admin users / content uploaders with certain authenticated credentials shall have the rights to add/ edit/ update the content and would be able to manipulate the content that they own.
- Developed application has to be audited by Cert-In empaneled auditor prior to deployment of

- the website / portal.
- The hosted Website / Portal has to be audited for STQC (Standardisation Testing and Quality Certification) compliance.

**4.1.11: FOD Reporting and MIS:**

- The web portal shall be able to support submission of various Reports by NSSO (FOD)'s Zonal/ Regional Offices through various reporting forms. The reports are required to be stored in both file and database format after uploading with data retrieval mechanism once the reports are submitted.
- The Web Portal should support user registration at various levels (HQ/ZO/RO/SRO) and authentication feature for reporting.
- Appropriate access control feature shall also be integrated to allow users to access the reporting forms according to their access rights.
- The portal must be flexible of supporting the status reporting of additional/ adhoc information/ features to be taken up by FOD.

**4.1.12: Web portal Analytics:** Analytics tracking must be integrated on the site to allow for web portal visitor tracking, page tracking, etc.

**4.1.13: Technical requirements:** The web portal must be built using only licensed version of latest stable version of the open-source or proprietary software stack recommended by NIC for development of web portal. The web portal must be compliant with MacOS and Windows/ Linux PC, as well as with the latest versions of Internet Explorer, Mozilla Firefox, Chrome and Edge. It is envisaged that the web portal will also be accessible through various mobile devices and smart phones, through defined mobile application or normal browsing through a mobile device. All the features and functionalities as defined for the access mechanism through Web Browser / Internet will also be applicable in case of accessing the portal through any mobile device.

**4.1.14: Technology Stack Details**

Open-Source Community Edition (Latest stable version) or enterprise version of content management system or any of the software stack for development of web portal as per the current Government of India guidelines.

Functional Area for Tools	Technology Stack
CMS	Open-Source Community Edition (Latest stable version) or enterprise version of content management system (CMS).
Database	Latest stable version of community edition or enterprise edition of any of the databases as per the current Government of India guidelines. (PostgreSQL / MySQL /MariaDB, etc.)
Portal /Front End / UI	Latest stable version of CSS, Java Script, etc. or any of the open-source software stack as recommended by NIC for development of web portal
Deployment environment on Linux based servers – Vendor to assess the hardware requirements	<ul style="list-style-type: none"> <li>• Development – Vendor to provide the environment and software for development.</li> <li>• QA/UAT – NSSO (FOD) to provide the requisite servers, vendor to install the software packages as required.</li> <li>• Production – NSSO (FOD) to provide the requisite servers/ VMs, vendor to install the software packages as required.</li> <li>• Disaster recovery along with server replica update – NSSO (FOD) to provide the requisite servers / VMs, vendor to install the software packages as required. The switchover functionality SOP to be established by the vendor along with NIC and MoSPI.</li> </ul>
Licencing of Enterprise Software, if any used	The licence will be procured by the bidder in the name of the Ministry, any cost arising out of such licences is to be borne by the

	bidder and included in the financial proposal for the complete duration of the project, i.e. development and maintenance.
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#### **4.1.15 Mandatory Features**

- The website should be compliant with the guidelines for international standards, including ISO 23026, W3C's Web Content Accessibility Guidelines (WCAG 2.1).
- Rights of Persons with Disabilities Act, 2016 (users with cognitive or learning disabilities, users with low vision and users with Disabilities on mobile devices).
- Information Technology Act, 2000 – web portal to meet the desired standards of quality, usability and effectiveness.
- Thrust of GIGW 3.0 is on enhancing user interface and user experience (UI and UX) of web portal and the implementation of user-centric information architecture (IA).
- Ease the user journey and provide content as per the user profile.
- Provisioning of a centralised monitoring dashboard to identify the issues and provide alerts on non-conformity.

**4.1.16: Any Additional requirements:** The agency must take up any additional assignment related to content modification and change in web portal design after consulting NSSO (FOD) during the contract period as the case may be. The agency must create the wireframe and submit to NSSO (FOD) for approval before the development is started. Design of the portal must be freeze by NSSO (FOD) and then the development should be started.

## **4.2. Requirements gathering and validation**

The indicative Web Portal Requirement Specifications have been provided in the latest GIGW. The Web Portal Developer shall carry out detailed requirements gathering using various techniques and prepare the Software Requirement Specifications. The SRS must be submitted to NSSO (FOD) for vetting.

## **4.3. Functional Requirements Overview**

Broadly, following are the indicative requirements in terms of Web Portal development; however, the detailed requirements under each of them shall be finalized at the stage of Software Requirement Specification (SRS) preparation.

### **4.3.1: Architecture:**

The Indicative architecture of the web portal is shown below. The Web portal is accessible to departmental users. The Web portal administrator will have the rights to update the web portal contents, forms, add/remove user privileges, update workflow etc. The FOD reporting and MIS report system will be the part of integrated web portal. The Status reports of the any information will be entered from the ZO/RO level on monthly basis and can be accessed at ZO/RO and HQ level by the authorised users.

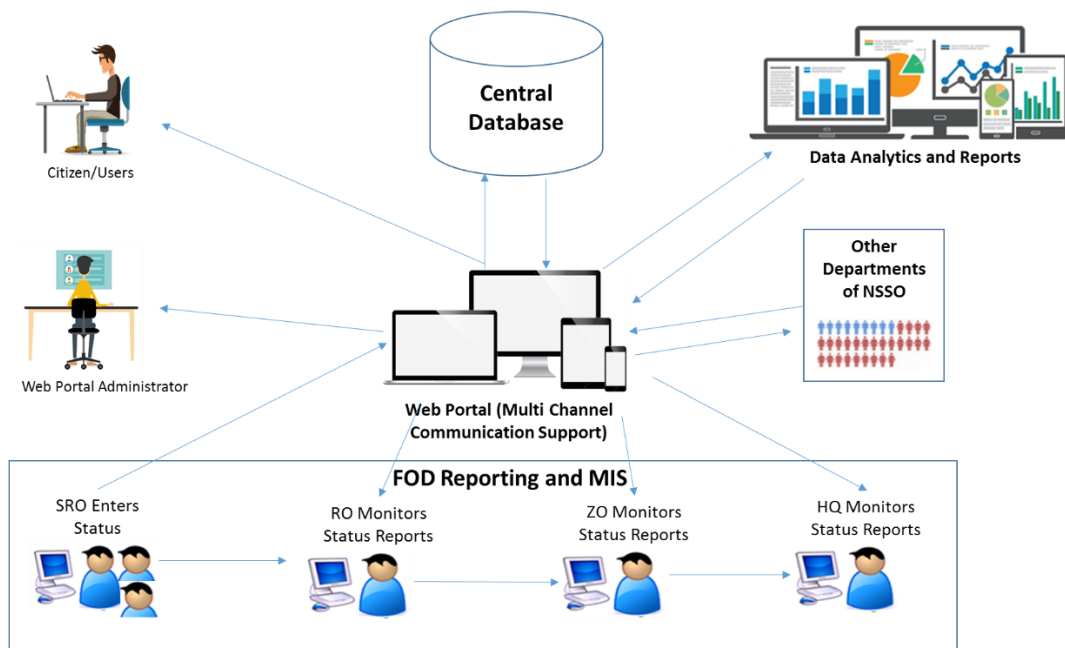


Figure 2. Indicative Web Portal Architecture

#### 4.3.2: Project Stakeholders

- FOD Report Users (ZO/RO and HQ)
- Portal Admin
- Any designated agency for data verification.
- Other Third-Party Service providers

#### 4.3.3: Designing and Development of Web Portal

- The bidder for the project needs to come up with ideas for design and content that is more comprehensive which should follow the Government guidelines for designing a web portal.
- The System Integrator/Web Portal Developer will be responsible for designing and development of entire web portal with at least the features as mentioned in this RFP. This Web Portal should be designed to provide enhanced user experience and value to the end-users.

##### 4.3.3.1. Components / Modules

The bidders are required to Develop a highly beneficial, cost-effective, up-to-date, easy-to-use, interactive, and technically sound web portal.

The Web Portal should contain following Essential Components:

- Registration of Citizen Users and assigning unique key
- Registration of FOD designated users to enter and monitor Monthly Status Reports
- Capturing Survey-wise Status of contractual staff.
- Multiple modes of navigation
- Multi Lingual option
- MIS Reports

##### 4.3.3.2 Content details

- There are 116 SROs, 53 ROs, 6 ZOs, Delhi Hqrs. and Faridabad Hqrs. (AS Wing) under the jurisdiction of NSSO (FOD). The portal should have login capability at each individual ZO/RO level as well as admin right at FOD-Hqrs level etc. Each ZO/RO should be able to view the information of contractual employees engaged in their office and should be able to search their credentials scheme wise, agency-wise, designation-wise etc. Similarly, ZOs should be able to view the same for the ROs under their jurisdiction. The mode of access should be read/write access as per the requirement.
- Separate login access should be available for the NSSO (FOD) Hqrs. for viewing the information of contractual employees engaged under their jurisdiction with read/write access as per the requirement.

Contractual employees are divided into following three designations:



- a. Survey Enumerator (SE)
- b. Survey Supervisor (SS)
- c. Admin Support Staff (ASS)

Offices should be able to view the attendance details, leave details, work assigned and its present status, tour program, field work allowances on real-time basis for the contractual personnel employed under their respective jurisdiction.

The portal must be adjustable to future need for amendment as per requirement on case basis, however, as per the present scenario the parameters of basic information of contractual personnel is mentioned below:

### **1. Personal Information**

- i. Name
- ii. Gender (M/F)
- iii. DoB
- iv. Age (calculated column)
- v. Highest Educational Qualification
- vi. Father's Name
- vii. Home Address
- viii. Home City

### **2. Organizational Information**

- i. Designation
- ii. Zonal Office (ZO)
- iii. Regional Office (RO)
- iv. NSRO/ SRO/ Delhi Hqrs/ Faridabad – AS Wing
- v. Previous Experience (in Years) – Backend Information (clickable and multiple entry may be allowed):
  - a. Organization
  - b. Designation held
  - c. To & From (dates)
  - d. Work and duties Performed
  - e. Assigned Role (Managerial/ Supervisory / Trainee / Intern)
- vi. Date of Joining in Present Post (DoJ)
- vii. Total Experience
- viii. Scheme Assigned at Present
- ix. Scheme Validity (To & From)
- x. Contract Valid up to (Date)
- xi. Present Status (Active/ Inactive)

### **3. Operational Information (Information at Contractual Staff and Month/Event level)**

- i. Present Pay (month wise)
- ii. Tour Programme (event wise)
- iii. Leave Details (event wise) – Approval work flow for leave
  - a. Assigned
  - b. Availed
  - c. Balance

iv. Field work allowances (event wise)

#### **4.3.4: Testing Requirements**

The System Integrator/Web Portal Developer shall be responsible for building and executing Test Plans for Unit Testing, Integration Testing, User acceptance Testing, Performance testing and Pre-production testing of the system. The plan should clearly indicate the methods and steps for testing of entire solution and should be approved by the NSSO

- Tests must demonstrate that the Web Portal satisfy the operational and technical performance criteria as defined in this RFP.
- The Web Portal Developer must outline the methodology that will be used for testing.
- The Web Portal Developer must define the various levels or types of testing that will be performed.
- The Web Portal Developer shall also define the tools that will be used for performing various tests.
- The Web Portal Developer shall publish the test results to the Corporations.

#### **4.3.5: Third Party/ Cert Empanelled Agency Testing.**

The Web Portal Developer will be responsible to provide support for Third Party Audit Requirements.

#### **4.3.6: Security Audit and SSL Certificate – It will be the responsibility of the System Integrator. Further, below mentioned points may be adhere to:-**

- Security Audit of the portal (including, but not only restricted to Vulnerability Assessment and Penetration Testing (VAPT) has to be obtained only from CERT-In empanelled agency.
- SSL certificate deployment for 2 years: The proposed portal development project must include the procurement and implementation of a robust SSL (Secure Socket Layer) certificate.
- All the expenses related to SSL certificate procurement and Security audit before launch of the portal to be borne by the System Integrator.

#### **4.3.7: Project Documentation**

The Web Portal Developer will be responsible for preparation of documents including Technical and User Manuals, Operational Manual, Maintenance Manuals, etc. The Web Portal Developer shall obtain the sign-off from NSSO for all the documents submitted.

The Web Portal Developer will provide but not limited to the following major Deliverables:

- Technical, Operational and User Manuals for operation of the deployed solution.
- All policy documents (e.g. Security policy etc.)
- Source Code and solution design documents.

#### **4.3.8: Go-Live/ Deployment**

The Web Portal will be deployed on NIC Cloud environment. Deployment of Web Portal with complete features will be considered as the Go-live of the Web Portal. Hosting of the web portal will be done by the agency with the allocated credentials provided by NIC. Agency will need to work closely with NIC to deploy the designed and developed web portal on NIC server/cloud.

#### **4.3.9: Training**

Training should be scheduled for 3 days for the administrative users/ Officers of respective offices by Web portal Developer.

#### **4.3.10: Deliverables from System Integrator**

- Newly developed web portal along with source code.
- Documentation covering Functional Requirement Specification (FRS), User Interface Design, SRS (Software Requirement Specification) and Technical Design Report (TDR) of planned web portal (signoff of design document will result into coding phase).
- User Manual for administration and management of web portal.
- Test Report w.r.t. the Functionality, Compliance to WCAG (latest version) Level A, security
- Security Audit of newly developed webportal (including, but not only restricted to Vulnerability Assessment and Penetration Testing (VAPT) has to be obtained only from CERT-In empanelled agency.
- SSL certificate deployment for 2 years: The proposed webportal development project must include the procurement and implementation of a robust SSL (Secure Socket Layer) certificate.
- STQC Certification for GIGW 3.0 Compliance: The SI has to provide all necessary documents and make all such changes on the webportal as would be necessary for obtaining the STQC Certificate.
- Training for a period of 3 Days to the administrative users/ Officers of respective offices.
- During maintenance phase, regular and updated Backup of the web server and the database server also to be provided to the NSSO.
- Requirement Traceability Matrix (Project Life Cycle): The Requirement Traceability Matrix (RTM) is an essential document within the project life cycle that ensures alignment between project requirements and deliverables. This matrix serves as a dynamic tool for tracking and managing the entire spectrum of project requirements from inception to completion. It maps each requirement to the corresponding design, development, testing, and implementation stages, ensuring comprehensive coverage and validation throughout the project's lifecycle. The RTM also aids in change management by capturing any alterations or additions to requirements and their subsequent impact on project tasks and deliverables. This matrix provides transparency, accountability and establishes a clear audit trail for stakeholders to monitor the fulfilment of requirements, ensuring that the final project outcome accurately reflects the initial set of expectations.
- Knowledge Transfer (KT) of the Webportal Development Project: KT for the NSSO on Source Code involves a comprehensive process aimed to ensure the effective sharing of information and expertise related to the source code used in webportal development. Code Walkthroughs will include interactive code walkthroughs where developers responsible for the codebase will explain its different components, modules, and logic.

#### **4.3.11: General Instructions for System Integrator**

- The NSSO has to obtain STQC certificate as per the mandate of MeitY post deployment / Go Live within a period of 3 months. The cost to obtain STQC certificate will be borne by the NSSO. However, any patching or development or documentation requirements has to be done by the System Integrator.
- SSL (validity of 2 years) Procurement and implementation would be System Integrator's responsibility.
- Security Audits by CERT-In empanelled vendor before launch of the web portal in the public domain should be System Integrator's responsibility.
- All the expenses related to SSL certificate procurement and Security audit before launch of the web portal in the public domain to be borne by the System Integrator
- System Integrator to support web portal during the contract period, with 99.5% uptime. However, in case there is any Infrastructure issue due to which web portal might get down, in such cases penalty will not be imposed on the SI.
- All Hardware and Software or any other requirements must be catered by System Integrator during Development phase

- Infrastructure for Production, Staging and Q&A environment will be NSSO's responsibility. It can be NIC cloud or as per MoSPI's discretion. The web portal shall be hosted on any of the Government approved cloud service providers empanelled with the Ministry of Electronics and Information Technology (MeitY), to be facilitated by MoSPI, after due Secure Socket Layer implementation, Security Audit etc.
- Developed web portal should be deployed along with installation of software packages by the System Integrator and NSSO (FOD) to review and accept post validation.
- Complete documentation and Source Code with version control is to be maintained during the development phase. Development may be carried out with at least one resource at Onsite.
- Only Licensed version of software / tools must be used on production environment.
- During Maintenance, support model may be Onsite / offsite/ hybrid with Institutional support.
- Weekly / Fortnightly meetings would be conducted physically or virtually to discuss the Project Progress during development and maintenance phase.

#### **4.3.11: Review and Acceptance Testing**

- Testing to be done by System Integrator and relevant reports to be shared with NSSO (FOD).
- The web portal development work will be reviewed regularly during its development.
- NSSO will participate during reviews of User Interface design, wireframes, functional requirement specification and implementation.
- NSSO shall carry out the acceptance testing w.r.t to scope of the work.
- All defects found during review (including code review), compliance testing and security audit shall be fixed to the satisfaction of NSSO.

#### **4.3.11: Expectations from NSSO**

- Time taken beyond stipulated time for decision on part of Ministry will be added to the Project time.
- Weekly / Fortnightly meetings would be conducted physically or virtually to discuss the Project Progress during development and maintenance phase.

## **5. The Bid Process**

### **5.1. Pre-Bid Meeting**

- NSSO (FOD) will host a pre-bid meeting as provided in the GeM bidding details. In case there is any change in date, time and venue the same will be updated on the web portal of MOSPI and on GeM for information of the bidders. No other communication either in writing or through email or any other mode will be made by NSSO (FOD) for updating the same.
- The bidder or its official representative (on production of authorization letter) may attend the pre-bid meeting. Bidders may confirm their participation one day in advance.
- The purpose of the meeting is to provide bidders with information regarding the RFP and the requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP.
- The responses, if any, of the pre-bid meeting shall be uploaded on the Ministry's web portal: [www.mospi.gov.in](http://www.mospi.gov.in).
- NSSO (FOD) can make modifications in the RFP if required, as a result of pre-bid meeting. All such modifications made in the RFP shall be issued as Corrigendum and shall be uploaded on the Ministry's web portal: [www.mospi.gov.in](http://www.mospi.gov.in). Further, all the critical dates may be extended, if required.
- NSSO (FOD) reserves the right to change the date & time of pre-bid meeting without assigning any reasons, thereof.

### **5.2. Eligibility Criteria for Bidders**

### 5.2.1. Sole Bidder

The Bidder must be an Agency, which has the capabilities to deliver the entire Terms of References. The Bidder cannot bid as a part of any other consortium under this RFP.

**5.2.2** The bidders must fulfill the following essential criteria in order to qualify for the further bidding process:

#	Compliance	Compliance criteria	Documents required
1	Turnover and Profitability	<p>(a) The Bidder should have average annual turnover of at least Rs. 2 Crore from exclusive IT Development services or similar services during each of the last three (03) Financial Years (i.e. FY 2021 – 22, FY 2022 – 23 and FY 2023 – 24). MSE or Start-ups are exempted from the condition of having above stated Average Annual Turnover during the last three financial years.</p> <p>(b) The SI should be profitable in each of the latest three financial years (FY 2021 – 22, FY 2022 – 23 and FY 2023 – 24).</p>	<p>A Certificate from the qualified Chartered Accountant/Auditor of the Organization showing the turnover of the company during last three financial year. OR Balance Sheets/Income Tax Returns of the company for past 3 financial years, duly certified by the qualified Chartered accountant/Auditor.</p> <p>Profit and Loss account for the latest three financial years (FY 2021 – 22, FY 2022 – 23 and FY 2023 – 24). OR A Certificate from a Chartered Accountant/ Cost Accountant for each of the latest three financial years (not before FY 2021-22).</p>
2	Project Experience: Number and Value of Projects	<p>The Bidder must have experience of at least 05 years' experience in Web portal development services. The Bidder must have experience of at least 03 Projects of at least Rs. 1 crore related to any Central/State Govt. Ministries &amp; departments, public sector companies/PSU/Public Sector Banks/Autonomous Bodies in past 05 financial years.</p> <p>MSEs or Start-ups are exempted from the condition of past experience.</p>	<p>Work Order/Work Completion Certificates showing details like Cost of Project, Consultancy fees received for the Project, Start and End Date of Contract etc. duly certified by authorized signatories from previous clients along with his contact details (email/ landline/ mobile).</p>
3	Presence in National Capital Region (NCR)	<p>Bidder shall have presence in National Capital Region (NCR). Office address at NCR may also be provided in the proposal.</p>	<p>Proof of having presence in the National Capital Region (NCR), with office address in NCR, have to be submitted. Copy of the Lease agreement or ownership document have to be submitted at the bidding stage itself.</p>
4	Quality Certifications	<p>(a) The Bidding firm must have the ISO 9001:2015, 12207, 27001, 29119 certifications. (b) The Bidding firm must have CMMI level-3 or above certification.</p>	<p>Copy of valid certificates must be uploaded along with the bid documents, during technical bid submission.</p>
5	Debarment/ Blacklisting	<p>Bidder should not be debarred or blacklisted by Ministry of Finance or Ministry of Statistics and Programme Implementation and its subordinate offices.</p>	<p>An Affidavit duly notarized on Rs. 100 (Rupees One Hundred only) Stamp Paper by the authorized signatory</p>

#	Compliance	Compliance criteria	Documents required
6	Taxation registration	The firm must have registered with Service tax authorities i.e. GST, PAN.	Copy of firm's PAN/TAN, GST Registration Certificate.
7	Conflict of Interest	Bidder should not have a conflict of interest in the assignment as specified in the bidding document. Comply with the code of integrity as specified in the bidding document as contained in Rules 175 of GFR, 2017 as amended up to date.	Self-certified declaration by Authorized representative of the Agency on the Agency's letter head as per format attached at Annexure-I.
8	EMD	Each bidder has to submit EMD as mentioned in relevant para. Bids not accompanied with EMD shall be rejected summarily. Micro & Small Enterprises (MSE) and startups are exempted from submission of EMD subject to submission of Bid securing declaration as per standard format.	Submission of EMD amount (@ ₹2.5 lakh).
9	Legal Entity	<p>Bidder should have a legal status, as a single legal entity, must be incorporated and registered in India under statute or legal provisions like The Companies Act, 1956 and The Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or The Indian Partnership Act, 1932, etc. and should have been in continuous operation in India for at least 3 years as on 31st March 2024.</p> <p>MSE or Start-ups are exempted from the condition of having continuous operation in India for at least 3 years as on 31st March 2024.</p> <p>Consortiums, Association <b>OR</b> having any Sub-consultancy or Sub-tendering arrangements are not allowed to participate in the bidding process.</p>	<p>Copy of certificate of incorporation.</p> <p>Self-declaration signed by Authorized person on behalf of the Bidder.</p>

### 5.3 Opening of Bids

The Technical Bids, shall be opened on the scheduled date and time at NSSO (FOD), Hqrs., Delhi. In the event, the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day.

### 5.4 Tender Evaluation Committee (TEC)

A Tender Evaluation Committee (TEC) constituted as per Rule 189 of the General Financial Rules 2017, by the competent authority of NSSO (FOD) shall evaluate the bid responses submitted by the bidders in accordance with the Govt. of India Rules in vogue on the subject. The decision taken by TEC in the evaluation of Technical and Financial bids shall be final which will be submitted to competent authority for awarding the contract. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

### 5.5 Instructions to the bidders

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

- Comply with all requirements as set out within this RFP.
- c. Bidder's claim to a specific parameter without supporting documents will not be considered. The bidders must furnish the requisite documents to establish their eligibility, for each of the essential document required with an undertaking that the documents are authentic. Relevant portions of the documents should be highlighted.
  - d. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
  - e. The bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications, he shall get clarify the same during Pre-Bid Meeting.
  - f. Two bid system will be followed with simultaneous receipt of separate technical and financial bids through GeM Portal only. Before submitting the bids, bidders may apply due diligence and read out thoroughly (line by line) and seek clarification in pre-bid meeting (if required). NSSO(FOD) will not be responsible for any error/oversight of their own. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.

Apart from the above, each bidder is required to fulfill the following terms and conditions:

#### **a. Earnest Money Deposit (EMD):**

Bids not accompanied with EMD shall be rejected summarily. EMD shall be valid for 45 days beyond the final Bid validation period and should be submitted in the form of Account Payee Demand Draft/Fixed Deposit receipt/Banker's cheque or Bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of "**Deputy Director (IT), NSSO (FOD) Hqrs., MoSPI, New Delhi**" or hypothecated in favour of "**Deputy Director (IT), NSSO (FOD) Hqrs., MoSPI, New Delhi**". The EMD should be submitted in physical form to the Deputy Director General (Admn.), Sankhyiki Bhawan, GPOA Building, CBD Shahdara, Delhi-110032 at least one day before opening of technical bids as specified in the critical dates. The EMD amount to be deposited should be @ **₹2.5 lakh**.

**EMD Return:** The EMD of the unsuccessful bidders would be returned before the expiry of the final bid validity or 30<sup>th</sup> day after the award of the contract. No interest shall be paid by the NSSO (FOD) for the sum deposited as EMD. However, EMD of technically unsuccessful bidders would be returned within 30 days declaration of result of technical bid evaluation. EMD of the successful bidder would be returned only on receipt of Performance Security Deposit.

**EMD Exemption:** EMD is not required to be submitted by those bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) with NSIC or Vendor assessment by Quality Council of India as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017, for which they shall submit a valid certificate issued by the appropriate authority in this regard. Under MSE category, only Service Providers for relevant services category are eligible for exemption from EMD.

#### **b. Performance Security Deposit:**

- i. The successful Bidder shall at his own expense deposit with NSSO(FOD) HQs within ten (10) working days from the date of issuance of work order, an unconditional and irrevocable Performance Security Deposit in the form of Fixed Deposit Receipts or account payee demand draft or online payment in acceptable form or Bank Guarantee issued by any scheduled commercial bank to NSSO (FOD), payable on demand, for the due performance and fulfilment of the contract by the bidder.
- ii. This Performance Security Deposit will be an amount equivalent to 5% of total contract value. PBG shall be invoked by NSSO (FOD) HQs in the event the Bidder:
  1. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of NSSO (FOD) HQs.
  2. Misrepresentations of facts/information submitted to NSSO (FOD) HQs.
  3. Loss (of any kind) incurred due to agency.
- iii. The performance security deposit shall be valid for 90 days post satisfactory completion of the overall engagement/work as stipulated in RFP.
- iv. The performance security deposit may be released/ returned by NSSO(FOD) HQs upon being satisfied that there has been due performance of the obligations of the bidder under the contract. No interest shall be paid on the Performance Security Deposit.

- v. In the event of the Bidder being unable to service the contract for whatever reason, NSSO (FOD) HQs would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NSSO (FOD) HQs under the contract in the matter, the proceeds of the PBG shall be payable to NSSO (FOD) HQs as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. NSSO (FOD) HQs shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
- vi. NSSO (FOD) HQs shall also be entitled to make recoveries from the agency's half-yearly invoices dues or Performance Security Deposit (if relevant amount not recovered), in case of any excess payment made inadvertently or due to any error, collusion, misconstruction, misstatement.
- vii. In case the project is extended, the validity of the performance security deposit shall be accordingly extended by the Bidder.

## 5.6 Failure to agree with the Terms & Conditions of the RFP

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the RFP or, found debarred at the time of award of contract shall constitute sufficient grounds for the annulment of the award and in such event NSSO(FOD) HQs will re-tender. In such a case, NSSO(FOD) HQs shall forfeit the EMD of successful bidder.

## 5.7 Amendment of Tender Document

At any time prior to the deadline or as extended by NSSO(FOD) HQs for submission of technical bids, NSSO(FOD) HQs for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing the same on the web portal of MOSPI and/or on GeM Portal, and these will be binding on all the bidders. NSSO(FOD) HQs, at its discretion, may extend the deadline for the submission of proposals.

## 5.8 Technical Bids Evaluation

- Each bidder has to submit Technical Bid as per attached Format at the time of submission of bid.
- Each and every technical bid shall be evaluated as per the criteria and requirements specified in the RFP. The bidders should fulfil the mandatory eligibility conditions for participating further in the Bid process.
- The Tender Evaluation Committee (TEC) shall evaluate the technical bids received from bidders along with supporting documents/documentary evidence. Inability to submit requisite supporting documents/ documentary evidence by bidders may lead to rejection of bids.
- The decision of the Tender Evaluation Committee (TEC) in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Competent Authority reserves the right to reject any or all the bids on the recommendations of TEC.
- The Tender Evaluation Committee (TEC) may seek further clarifications on bids from the bidders. If during the evaluation, TEC finds any minor infirmity and/or irregularity and/or non-conformity in a bid, TEC will convey its observation on such 'minor' issues, which has not price implication, to the bidders on GeM Portal asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored. However, any uncorroborated document shall not be considered.
- The bidders must furnish the self-certified requisite documents to establish their eligibility, for each of the below-mentioned items with an undertaking that the documents are authentic. Relevant portions of the documents should be highlighted. Bidder's claim to a specific parameter without supporting documents will not be considered.
- The bids are liable to be rejected and contract if awarded is likely to be discontinued immediately if any, Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- **Only those bidders whose Technical Proposals fulfils all the eligibility criteria/ essentials shall qualify for the financial bid opening process.**

## 5.9 Financial Bids Evaluation



- The Financial Bids of only technically qualified Bidders will be opened on the prescribed date and time.
- The bidder with the lowest financial bid (L1) shall be treated as the successful bidder. If the multiple L-1 bidders have quoted the lowest price, the successful bidder shall be selected amongst the L-1 bidders through Random Algorithm executed by GeM system".

## 5.10. Award of Contract

### 5.10.1 Notification of Award

- The contract will be awarded to the successful bidder as per the GeM Policies.

### 5.10.2 Signing of Contract

- The Agency shall sign the agreement with prescribed authority at NSSO(FOD) HQs along with the performance security deposit within ten (10) days of receipt of the work order.
- All incidental expenses of execution of the agreement shall be borne by the successful bidder.
- The agreement between NSSO(FOD) HQs and the successful bidder shall cover in detail all the aspects/terms of contract such as mentioned in the RFP.

## 6. Tenure of Engagement

The contract shall be awarded for the successful launch of web-portal (within maximum tenure of 4 months) and its Annual operation and maintenance thereafter for the period of three (03) years, subject to satisfactory performance (performance to be reviewed annually) from effective date. Further, the project can be extended by two optional periods of one year each at the sole discretion of the NSSO (FOD) HQs, subject to the satisfactory performance of the agency, on same terms and conditions. NSSO (FOD) HQs reserves the right to terminate/curtail the contract at any point of time after giving one month notice to the selected service providing Agency. The contract shall come into effect on the date of signing of the contract referred to as the 'Effective Date'. In case the agency has been levied a penalty over Twenty (20) percent of the total amount of monthly invoices, extension beyond initial period may not be considered.

## 7. Termination of Contract

- The NSSO (FOD) HQs reserves the right to terminate/curtail the contract at any time after giving one-month prior notice to the selected Agency owing to following reasons:
  - Deficiency of service,
  - Sub-standard quality of output/product
  - Performance of the agency not found satisfactory,
  - Material Breach of the contract,
  - Non-compliance of statutory obligations on time,
  - Imposition of the penalty above the capped limit prescribed above,
  - Other reasons as deemed necessary by NSSO (FOD) HQs etc.
- The Agency further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy. NSSO (FOD) HQs can also debar the bidder in terms of O.M. No. F.11/20/2018-PPD dated 02/11/2021 issued by Department of Expenditure, Ministry of Finance.

## 8. Terms of Payment

The development of the Web Portal is required to be completed within a period of max. 4 Months from the date of awarding the contract. For Development and Implementation, payment terms would be as follows:

- Payment against Web Portal Development charges would only be made after 30 days of the successful launch of the portal and no advance payment will be made to the Agency.
- Payment against Annual operation and maintenance would be made at the end of the first year after the successful launch of the portal and thereafter in a consecutive manner for the next 2 years.
- Other payment terms are as follows:
  - The Agency shall submit the half-yearly invoices (completed in all aspects), which shall be duly verified by the Office in-charge of the concerned office and the same shall be processed thereof after making recovery, if any.

- ii. All payments will be accounted in Indian Rupee and credited through Electronic Clearance System (ECS). The e-bills shall be submitted and processed as per GeM policy.
- iii. Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle. These Penalties would be adjusted in the payment due to the agency in the subsequent billing cycle.
- iv. The Agency further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy. NSSO (FOD) can also debar the bidder in terms of O.M. No. F.11/20/2018-PPD dated 02/11/2021 issued by Department of Expenditure, Ministry of Finance.

## 9. Penalty clauses

Agency is expected to meet the expected Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the NSSO (FOD) will reserve the rights to levy penalty charges on the agency @0.5% per day of the total web portal development project cost, if the successful launch of the web-portal is delayed by original timeline of 4 months and @0.5% per day of the total Annual operation and maintenance cost, if delayed in any query/bug resolution is observed for more than 2 days.

Calculation of Penalties:

- Penalties, if any, for violating the service levels will be computed at the end of each payment cycle. These penalties would be adjusted in the payment due to the agency in the subsequent payment period. The penalty amount applicable for violation of service levels are specified in the table above.
- Total penalty to be capped at 20% of the contract value of NSSO (FOD) HQs at any point of time of the contract. In all those situations where the total penalty exceeds the above limit of 20% of the contract value, the NSSO (FOD) HQs reserves the right to invoke termination clause or terminate the contract altogether. NSSO (FOD) HQs also reserves the right to invoke the forfeiture of Performance Security Deposit furnished by the agency at the time of signing the contract with the NSSO (FOD) HQs.

## 10. Other Terms and Conditions

- i. The complete RFP can be downloaded from MoSPI's web portal (<https://www.mospi.gov.in>) and GeM Portal. Prior to last date of submission of technical bids, NSSO (FOD) may modify the RFP document for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), by amendments. Such amendments shall be made online at MoSPI's web portal and uploaded on GeM through corrigendum and shall form an integral part of RFP document. Accordingly, the relevant clauses of the RFP document shall be treated as amended. It shall be the responsibility of the prospective bidder(s) to check these web portals from time to time for any amendment in the RFP document, if any. In case of failure to get the amendments thereof, NSSO (FOD) HQs shall not be responsible.
- ii. Bids must be uploaded on GeM within specified time. The bids submitted by any other mode viz. telex/telegram/e-mail/post etc. shall not be considered. NSSO (FOD) HQs shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No correspondence will be entertained in this regard.
- iii. The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the bidders. For purposes of interpretation of the documents, the English translation shall govern.
- iv. An authorized representative of the Bidder shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.
- v. NSSO (FOD) will host a pre-bid meeting. The bidder or its official representative will be invited to attend the pre-bid meeting. Purpose of the pre-bid meeting is to provide bidders with information regarding the RFP and the requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP.
- vi. The bidders who do not qualify the eligibility conditions as per Technical Bid shall be rejected forthwith and their financial bids shall not be opened.

- vii. The bids will remain valid for 180 days from the date of submission.
- viii. NSSO (FOD) HQs reserves the right not to accept bid(s) from Agency(ies) resorting to unethical practices or against whom investigation/ enquiry proceedings have been initiated by Government investigating Agencies/ Vigilance Cell.
- ix. **Bidders in joint ventures, consortiums are not eligible to apply.** Further, the bidder shall not sub-let, sub-contract, assign, transfer, pledge the performance/obligation of the contract under any circumstances after award of the contract, otherwise, the EMD/PSD shall be forfeited.
- x. All information contained in the RFP document, or provided in subsequent discussions or disclosures, corrigendum etc. is proprietary and confidential. No information during the bid process and after selection of Agency throughout the contract period must be shared by the bidders with any other organizations/agencies. The Agency will also ensure data protection (secrecy) and ensure that no data would be leaked to any person/any third party not authorized by NSSO (FOD). The Agency and outsourced manpower deployed will be governed by relevant provisions under The Collection of Statistics Act 2008 in this regard. All the credentials of the web portal would be handed over by the bidder to NSSO (FOD) HQs. Data will be owned, shared, controlled and protected as an asset of the NSSO (FOD). Further, data should only be accessed through application / interfaces to create, update and delete. There should not be any direct access to the data layer for users.
- xi. Any kind of charges or fee or security deposit of whatever kind to be charged from the outsourced manpower by the agency (including its agents or related parties) should be disclosed on web portal of agency and on public portal by the agency which should also be informed to NSSO (FOD) HQs at the time of bid. Further, any amount should not be charged by the agency from outsourced staff in lieu of job in NSSO (FOD) HQs, at any stage of the contract. Any case of exploitation of outsourced manpower by the agency brought to the notice of NSSO (FOD) HQs may lead to termination of the contract inter-alia initiation of legal action i.e., FIR against the agency.
- xii. The Agency selected will not use its name, logo or any other information/ publicity on content created under the scope of work.
- xiii. Bidder shall provide strategy to maintain data security at the application level, at the database level. Further, Bidder shall provide security strategies when the applications are accessed from outside the network or accessing resources outside the network and shall provide strategies of encryption and security for external transaction with partner network and systems. NSSO (FOD) shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.

## 11. Amendment of Tender Document

At any time prior to the deadline (or as extended by NSSO (FOD) HQs) for submission of technical bids, NSSO (FOD) HQs for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing the same on the web portal of MOSPI and/ or on GeM Portal, and these will be binding on all the bidders. NSSO (FOD), at its discretion, may extend the deadline for the submission of proposals.

## 12. Conflict of Interest

The Agency is required to provide professional, objective and impartial advice and at all times hold the NSSO (FOD)'s interests paramount, strictly avoid conflicts with other assignment/ jobs or their own corporate interest and act without any consideration for future work. The Agency shall not be selected in case they have a conflict of interest with NSSO (FOD) HQs. The Agency, shall be considered to have a conflict of interest, under any of the circumstances set forth below:

- **Conflicting Activities:** An Agency selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- **Conflicting Assignment/ job:** An Agency shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.
- **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the NSSO (FOD) HQs staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship

has been resolved in a manner acceptable to the NSSO (FOD) HQs throughout the selection process and the execution of the contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NSSO (FOD) HQs, or that may reasonably be perceived as having the effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the NSSO (FOD) HQs comes to know about any such situations at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment. NSSO (FOD) HQs requires that the bidder provide services which at all times hold NSSO's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of NSSO (FOD) HQs.

### **13. Disqualification**

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- ii. During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- iii. The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- iv. Proposal is received in incomplete form.
- v. Proposal is received after due date and time will automatically rejected through portal.
- vi. Proposal is not accompanied with all the requisite documents.
- vii. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- viii. If financial bid disclosed with technical bid.
- ix. Bidder tries to influence the bid evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process.
- x. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.
- xi. In case of any violation of GeM policy and guidelines.

#### **13.1 Fraud and Corrupt Practices**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NSSO (FOD) HQs shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, NSSO (FOD) HQs shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable for, inter alia, time, cost and effort of, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- ii. Without prejudice to the rights under Clause above and the rights and remedies which may have under the work order or the Agreement, if a Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any of the Prohibited Practices during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NSSO (FOD) HQs during a period of 1+1 years from the date such Bidder is found to have directly or through an agent, engaged or indulged in any of the Prohibited Practices, as the case may be.
- iii. The Agency hereby undertakes not to charge any money/fees/deductions in whatever manner, name, or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Agency further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy. NSSO (FOD) can also debar the bidder in

terms of O.M. No. F.11/20/2018-PPD dated 02/11/2021 issued by Department of Expenditure, Ministry of Finance.

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

**“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of who is or has been associated in any manner, directly or indirectly with the Selection Process or work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ advisor of in relation to any matter concerning the Project;

**“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

**“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by NSSO(FOD) with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

**“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Any kind of Fraud and Corrupt practices may be brought to the notice of Vigilance Officer, NSSO(FOD) HQs.

## 14. Dispute Resolution

In the event of any dispute or difference arising connection with the Contract, the Parties shall use their respective reasonable endeavor to settle the dispute amicably. If a Dispute is not resolved within 30 days of receipt of written notice, the same shall be resolved through the mechanism of a co-ordination committee to be chaired by Head of Division of NSSO(FOD) along with other members from NSSO(FOD) and representatives of the agency.

In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by Secretary, MOSPI. It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. Also, resolution of any kind of contractual disputes through arbitration, will be routed through India International Arbitration Centre. The place for arbitration shall be New Delhi. All disputes in connection with the Contract shall be subject to the exclusive jurisdiction of the Hon’ble High Court of Delhi.

## 15. Force Majeure

Notwithstanding the above provisions, the Agency shall not be liable for penalty or termination for default if and to the extent that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war,

strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Agency shall promptly notify NSSO(FOD) HQs in writing of such condition and the cause thereof. Unless otherwise directed by NSSO(FOD) HQs in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

## DECLARATION

1. I, \_\_\_\_\_ Son/ Daughter/ Wife of Shri \_\_\_\_\_  
 Partner/ Director/ Authorized signatory of the Agency  
 M/s....., is competent to sign  
 this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information /documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/ fabricated document may not only but also lead to initiation of lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law and declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para of your Tender document and have no conflict of interest as mentioned under Para of Tender.

4. It is also certified that the Agency is not universal blacklisted by Ministry of Finance nor blacklisted by Ministry of Statistics and Programme Implementation or its subordinate offices.

Or

The agency is blacklisted and the details of blacklisting and/or blacklisting revocation certification is enclosed herewith.

5. It is certified that the Agency is not convicted or facing any criminal case in the Court of Law. Under IPC/PCA/ or any other law being in force

Signature of authorized person

**Date:**

**Full Name:**

**Place:**

**Seal:**

**Financial Bid Format**

The Agency is required to submit the financial bid as follows:

Sl. No.	Type of Service	Value of Contract (in Rs.)
1	Web-Portal Development charges	
2	Annual operation charges for: I <sup>st</sup> year II <sup>nd</sup> year III <sup>rd</sup> year	
3	Sub-Total (1+2)	
4	GST at prevailing concession rate on Sub-Total	
5	Total value of the contract (in figures) * (Sub-total plus GST)	
6	Total value of the contract (in words) * (Sub-total plus GST)	

(Signature)

Name:

Designation:

Date:

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

(Name and Address of Company) Seal/Stamp of Bidder

**Note:** Authorized signatory should be an employee of the bidder and should have been authorized through a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP. While furnishing the bid, complete chain of documents showing initial delegation by the board and any further sub delegation shall also be provided.



## Technical Bid Format

1	Name of firm	
2	Full Address of Registered Office	
	a. Address b. Telephone No. c. E-Mail Address	
3	EMD details (Attach copy of EMD or exemption declaration, whichever applicable)	
4	Whether registered as a Company under The Companies Act, 1956 or The Companies Act,2013 as amended up to date or (Attach copy of the registration)	
5	GST Registration No. (Attach copy of the registration Certificate)	
6	PAN No. of the Agency (Attach copy of the PAN Card of the Agency)	
7	Whether the bidder has been blacklisted / debarred across all central Ministries / Departments / attached / subordinate offices/autonomous bodies/ PSUs by Ministry of Finance or by MOSPI for its offices. (As per Annexure-I)	Yes/ No
8	Whether have a conflict of interest in the assignment (As per Annexure-I)	Yes/No
9	Whether the bidding firm have submitted the requisite quality certifications of ISO and CMMI standards?	Yes/No
10	Whether the bidding firm have submitted the proof of having presence in the National Capital Region (NCR)?	Yes/No

11. Give details of such contracts undertaken in the following format for each Financial Year (Separate table for each FY) (Copies of experience certificate/work completion certificate/ agreement signed along with work order may be enclosed):

Contracts undertaken in Web portal/Portal Development during 2020-2021, 2021-22 and 2022-23

Sl. No.	Details of client along-with address, telephone	Amount of Contract (Rs. In Lacs)	Duration of Contract		Nature of Contract	Remarks, if any
			From	To		

11. Sales/Financial turnover and Profitability of the Agency in previous three (03) financial years. (Copies of the IT returns filed during three financial years, copies of the turnover statements of the three years duly certified by the Chartered Accountant and Profit/Loss account certificate from a Chartered Accountant/ Cost Accountant for each of the latest three financial years)

<b>Financial Year</b>	<b>Amount (in Rs.)</b>	<b>Net profit (in Rs.)</b>	<b>Remarks</b>
2021-22			
2022-23			
2023-24			

(Signature)

Name:

Designation:

Date:

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

(Name and Address of Company) Seal/Stamp of Bidder

## Bid Corrigendum

GEM/2024/B/5382925-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. **Malicious Code Certificate:**

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

4. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.  
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.  
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
5. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.  
**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
6. Buyer uploaded ATC document [Click here to view the file.](#)
7. File Attachment [Click here to view the file.](#)
8. File Attachment [Click here to view the file.](#)

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

No. I-1112/Dashboard/CPIMS/2023-IT  
Government of India  
Ministry of Statistics & Programme Implementation  
National Sample Survey Office  
(Field Operations Division)

Sankhyiki Bhawan,  
GPOA Building, CBD Shahdara  
Near Karkardooma Court, Delhi-32  
Dated: 05/11/2024

To

The Deputy Director General  
Computer Centre, MoSPI  
R.K. Puram, New Delhi.

**Subject: Minutes of Pre-Bid Meeting held on 25.10.2024 regarding bid No. GEM/2024/B/5382925 invited for “Design, Development and Maintenance of Personnel Information Management System Portal for the outsourced manpower of NSO (FOD) - reg.**

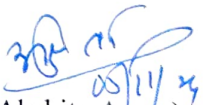
Sir,

I am directed to invite reference on the subject cited above and to forward the Minutes of Pre-Bid meeting held under the chairpersonship of Smt. Akshita Arora on 25/10/2024 at Sankhyiki Bhawan, CBD Shahdara, Delhi regarding bid No. GEM/2024/B/5382925 invited for selection of an agency for “Design, Development and Maintenance of Personnel Information Management System Portal for the outsourced manpower of NSO (FOD).

2. In this regard, it is requested that the attached Minutes of the Pre-Bid Meeting may be uploaded on the website of MOSPI under tender notification link.

This is issued with the approval of the Competent Authority.

Yours faithfully,

  
(Akshita Arora)

Deputy Director (IT)

**Copy for information to:**

1. All the participants of pre-bid meeting held on 25.10.2024 through e-mail.
2. PS to ADG, NSSO (FOD) Hqrs., Sankhyiki Bhawan, Delhi.
3. PA to DDG(Admn), NSSO (FOD) Hqrs, Sankhyiki Bhawan, Delhi.

**Minutes of Pre-Bid Meeting held on 25.10.2024 regarding bid No. GEM/2024/B/5382925 invited for “Design, Development and Maintenance of Personnel Information Management System Portal for the outsourced manpower of NSO (FOD)**

A Pre-Bid Meeting was held on 25.10.2024 at 03:00 PM under the Chairpersonship of Mrs. Akshita Arora, Deputy Director (IT) at Sankhyiki Bhawan, CBD Shahdara, Delhi regarding bid No. GEM/2024/B/5382925 invited for selection of an agency for “Design, Development and Maintenance of Personnel Information Management System Portal for the outsourced manpower of NSO (FOD).

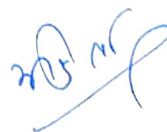
2. At the outset, the Chairperson welcomed all the participants and briefed about the requirements of NSO (FOD) of the Personnel Information Management System (PIMS) Portal. Thereafter, the Chairperson solicited the queries from the interested bidders and provided clarifications on the spot to each query. Clarifications provided as well as queries raised by the bidder either on GeM or during the meeting is attached at **Annexure-I**.

The meeting ended with vote of thanks to the chair.

\*\*\*\*\*

**List of the participants:**

1. Smt. Akshita Arora, Deputy Director, IT Section, NSO (FOD) Headquarters, Delhi.
2. Smt. Anju Sagar, Senior Statistical Officer, IT Section, NSO (FOD) Headquarters, Delhi.
3. Mr. Amit Kumar, JSO, IT Section, NSO (FOD) Headquarters, Delhi.
4. Mr. Harish Chandra Singh Nayak, JSO, IT Section, NSO (FOD) Headquarters, Delhi.
5. Mr. Vikas Varshney, Representative from M/s Inventive Solutions Pvt. Ltd.
6. M/s Zibal Technologies Pvt. Ltd. (through representation on GeM Portal).



**Queries of the interested bidders and clarifications provided by NSO (FOD):**

S.No.	Page No. of RFP	Particulars	Clarification sought by the bidder	Response of NSO (FOD)
1	2	OEM Authorization Certificate on GEM Portal document	The bid requirement is not a COTs product. Hence, OEM authorization should not be required for instant bid.	OEM authorization is not required vide Corrigendum-I attached herewith.
2	24	Financial Bid	There is no timeline mentioned for development, implementation phase.	Time for development of the PIMS portal is already mentioned i.e., 04 months. Further, stage-wise timeline shall be conveyed after conclusion of Functional Requirements gathering stage.
3	12	Hosting of application at cloud server at development phase	Please clarify the hosting charges of application in development phase. Whether it is to be borne by the bidder or NSO (FOD).	The charges for hosting the application during the development phase has to be borne by the bidder at its own.
4	13	The Bidder must have experience of at least 05 years' experience in Web portal development services	The bidder must have experience of web portal development with at least one no. of Govt. utility with its successfully running for at least two years. In the bid itself the time frame of Project is of 03 years only so the requirement of experience of 05 years is on higher side & will limit the bidders in participating in this tender.	Instant clauses of bid document shall stand firm. Further, it may be noted that cumulative experience of 05 years shall be considered including experience in several projects.
5	12	The responses, if any, of the pre-bid meeting shall be uploaded on the Ministry's web portal: <a href="http://www.mospi.gov.in">www.mospi.gov.in</a> .	At present, this tender is not shown on: <a href="http://www.mospi.gov.in">www.mospi.gov.in</a> .	The bids are invited on GEM Portal only. Further, the bid document may be seen under the Tender Notification link available on the home page of the website <a href="http://www.mospi.gov.in">www.mospi.gov.in</a>
6	10	Training should be scheduled for 3 days for the administrative users/ Officers of respective offices by Web portal Developer.	Kindly clarify the number of sessions required for training.	Training sessions are required for 3 working days for the staff of NSO (FOD) as per requirement.
7	1	Bid end date	Request for extension for 10 working days due to festival holiday in b/w bid submission.	Request has been considered and acceded to by the competent authority.

				Accordingly, the bid has been extended.
8	5	Content: The bidder must come up with content (as specified) for the web portal. Wherever information or content is to be provided by NSSO (FOD), the same would be provided.	Please clarify the mentioned point.	The instant clause is self-explanatory in nature.
9	18	Total penalty to be capped at 20% of the contract value of NSSO (FOD) HQs at any point of time of the contract. In all those situations where the total penalty exceeds the above limit of 20% of the contract value, the NSSO (FOD) HQs reserves the right to invoke a termination clause or terminate the contract altogether.	Total penalty to be capped at 10% of the contract value of NSSO (FOD) HQs at any point of time of the contract. In all those situations where the total penalty exceeds the above limit of 20% of the contract value, the NSSO (FOD) HQs reserves the right to invoke a termination clause or terminate the contract altogether.	Penalty charges on the agency @0.5% per day of the total web portal development project cost, if the successful launch of the web portal is delayed by original timeline of 4 months and @0.5% per day of the total Annual operation and maintenance cost, if delayed in any query/bug resolution is observed for more than 2 days.  When penalty amount reached to 20% the NSO (FOD) may invoke the termination of the contract.
10	13	The Bidding firm must have the ISO 9001:2015, 12207, 27001, 29119 certifications.	If the bidder has CMMI level-5, the ISO 12207 and ISO 29119 certifications should be eliminated.	The requirement of ISO 12207 and ISO 29119 certifications is dropped vide Corrigendum-I attached herewith.
11	-	Representation of M/s Zibal Technologies Pvt. Ltd. on the GeM Portal).	M/s Zibal Technologies through representation on the bid has mentioned that the company, certified under ISO 9001, 20000-1, 27001, and CMMI Level-3 standards ensure comprehensive quality management. CMMI Level 3 overlaps with ISO 12207 and ISO 29119, ensuring robust and repeatable processes. The mandatory requirement for these certifications may unfairly restrict capable service providers, reducing competition.	Please refer to the Point No. 10 mentioned above.



No. I-1112/Dashboard/CPIMS/2023-IT  
Government of India  
Ministry of Statistics & Programme Implementation  
National Sample Survey Office  
(Field Operations Division)

Sankhyiki Bhawan,  
GPOA Building, CBD Shahdara  
Near Karkardooma Court, Delhi-32  
Dated: 05/11/2024

**Corrigendum-I**

This notification is in reference to the bid No. GEM/2024/B/5382925, dated 22.10.2024 invited on GeM Portal for selection of an agency for "Design, Development and Maintenance of Personnel Information Management System (PIMS) Portal" for the outsourced manpower of NSO (FOD).

2. Considering the pre-bid queries and representations received from the prospective bidders under this bid, following clarifications are being made w.r.t. the relevant clauses of the bid and RFP:

- (i) OEM Authorization certificate is not required.
- (ii) The charges for hosting the application during the development phase has to be borne by the bidder at its own.
- (iii) The requirement of ISO 12207 and ISO 29119 certifications is eliminated.

3. All interested bidders are requested to take note of the above and may accordingly revise their existing bid or submit a new bid.

  
(Akshita Arora)

Deputy Director (IT)

To:

1. Computer Centre with a request to upload this on the Website of MoS&PI under Tender Notification link.
2. All the interested and prospective bidders through the website of MoSPI.