

REQUEST FOR PROPOSAL (RFP) DOCUMENT

APPLICATION SOFTWARE FOR PROCUREMENT AND INVENTORY MANAGEMENT (EXTENDABLE TO HR & FINANCE MODULES)

MARCH 2024



To automate the Procurement & Inventory activities of the Institute through an Application Software based on existing Govt. of India Rules and Regulations.



Disclaimer

1. This RFP is issued by Indian Institute of Astrophysics, Bangalore-560034 hereinafter referred to as “IIA” which is an autonomous body under Department of Science & Technology (DST), Government of India (GoI).
2. The purpose of this RFP is to provide the interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IIA, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
3. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Neither IIA, nor its employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions, negligence or otherwise, relating to the proposed Application Software Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
4. This RFP may not be appropriate for all persons, and it is not possible for IIA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP.
5. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of IIA. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Application Software Project, the regulatory regime which applies thereto and by and all matters pertinent to this Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. IIA shall not be responsible for any direct or indirect use or damage arising out of or for use of any content of the RFP in any manner whatsoever. IIA will also not entertain any claim for the expenses in relation to all these, including preparation of Bid submissions by the bidders.
6. The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of any party, This RFP is not intended to provide the basis for any investment decision and each Bidder must make its/their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by IIA to give any information or to make any representation not contained in the RFP.
7. This RFP is not a Successful Bidder agreement and is not an offer or invitation by IIA to the prospective Bidders or any other party/person. The terms on which the project is to be



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developed and the right of the successful bidder shall be asset out in separate agreements contained herein. IIA reserves the right to reject all or any of the proposals of any Bidder, without assigning any reason whatsoever.

8. IIA may terminate the bid process at any time and without assigning any reason and makes no commitments; expressed or implied, that this process will result in a business transaction with anyone.



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Invitation for online bids (e-tender) in two bids systems, for implementation of Web-based Application Software

Tender Ref. No: RFT/COMP/178/23-24

Date: 25-03-2024

Indian Institute of Astrophysics Bangalore invites online bids (e-tender) in two bids systems, for implementation of Web-based Application Software to automate Procurement & Inventory activities/ functions extendable to HR & Finance modules covering the entire Institute. The bidder should be a company Registered in India under the Companies Act, 1956 with a registered office and operations in India.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> (OR) Our Institute website- <https://www.iiap.res.in/?q=tendersdisplay>

The bid is to be submitted online only through the E-procurement portal of <https://eprocure.gov.in> (CPP Portal) up to the last date and time of submission of tender.

No manual bids will be accepted. All quotation (both Technical and Financial) should be submitted online through E-procurement portal of <https://eprocure.gov.in/>

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone Number +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and E-Mail : support-eproc@iiap.res.in

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GLOSSARY

| | |
|------|--|
| AMES | Application Maintenance & Enhancement Services |
| BG | Bank Guarantee |
| BSD | Bid Security Declaration |
| CPP | Central Public Procurement |
| CRP | Conference Room Pilot |
| EMD | Earnest Money Deposit |
| Eoi | Express of Interest |
| FAC | Final Acceptance Certificate |
| FRS | Functional Requirements Specifications |
| GeM | Government e-Marketplace |
| IIA | Indian Institute of Astrophysics |
| MoM | Minutes of Meeting |
| PAC | Proprietary Article Certificate |
| PBG | Performance Bank Guarantee |
| PO | Purchase Order |
| RFP | Request for Proposal |
| SO | Service Order |
| SOP | Standard Operating Procedures |
| UAT | User Acceptance Test |
| WO | Work Order |



Chapter-0: INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://www.iiap.res.in/?q=tendersdisplay>

The bidders are required to submit soft copies of their bids electronically on the <https://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, preparing their bids in accordance with the requirements and submitting their bids online.

More information useful for submitting online bids may be obtained at <https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>

GUIDELINES FOR REGISTRATION

1. Bidders are required to enrol on the e-Procurement Portal by clicking on “Online Bidder Enrolment” on the e-tender Portal (<https://eprocure.gov.in/eprocure/app>) and follow the guidelines.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have successfully logged into the portal, they can search for any active tenders/ bids. They can participate in the active bids by clicking on the appropriate links.

PREPARATION OF BIDS

1. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Each bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the



scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

SUBMISSION OF BIDS

1. Bidders should login to the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

2. The bidder has to digitally verify and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by IIA Bangalore.

3. Bidder has to upload the duly filled Bid Declaration Form as in Annexure as EMD. In case of non-receipt of Bid Declaration, the uploaded bid will be summarily rejected.

4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided on the e-procurement portal and no other format / document is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6. The uploaded tender documents become readable only after the tender opening by the authorised bid openers.

7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal <https://eprocure.gov.in/eprocure/app>), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time



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of submission of the bid with all other relevant details.

8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

9. **For any clarification in using <https://eprocure.gov.in/>** please go through all the documents in the following link:

<https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>

10. Bidders are also required to be registered as a seller on Government e Marketplace (GeM) portal, in order to participate in the tender on e-Procurement Portal.

11. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.



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VOLUME - I

Bidding Instructions and General Terms & Conditions



CHAPTER-1: INVITATION FOR TENDER OFFERS

Indian Institute of Astrophysics invites online bids (e-tender) in two bids systems, from Indian Origin Software Companies/ Application Software Implementing Agencies.

Request for Proposal (RFP) Structure

Contents of this RFP have been documented as a set of two volumes explained below.

Volume I: Bidding Instructions and General Terms & Conditions

Volume I of RFP intends to mention all the information that may be required by the potential bidders to understand the evaluation criteria, commercial terms, bid process details, etc. to thereby participate in the bid process for implementation of Application Software and Web based Application Software -like solutions at IIA.

Volume II: Technical and Functional Requirements, and Scope of Work

Volume II of RFP intends to highlight all the details with respect to functional and technical requirements of the Application Software solution along with the necessary scope of work for implementing the solution that IIA deems necessary to share with the potential bidders.

1.0 ABOUT INDIAN INSTITUTE OF ASTROPHYSICS

Indian Institute of Astrophysics is a premier institute devoted to research in astronomy, astrophysics and related physics. Funded by the Department of Science and Technology, the Institute ranks as a premier institution devoted to research and education of astronomy and physics in the country. The main observing facilities of the Institute are located at Kodaikanal, Kavalur, Gauribidanur and Hanle.

IIA has currently Academic, Technical and Administrative Departments and also handles many Projects. Student Programmes and Training Activities Student programmes at the institute are implemented by the Board of Graduate Studies (BGS). The Ph.D. programme in collaboration with Pondicherry University in Puducherry, and the Integrated M.Tech. - Ph.D. programmes in collaboration with the University of Calcutta in Kolkata are the major academic endeavours of IIA. Apart from these, the institute also trains students through short term programs such as the Visiting Students Program, the Summer School and the Summer Project Program.



IIA Bangalore has a very vibrant research culture with many Grant-in-Aid projects and labs. It may be noted that the number of Departments and students may vary from time to time.

The Bidders have to understand the functioning of the Institute while preparing their offers. The following are required to be considered:

- a. IIA is a growing organisation.
- b. The number of students, faculty, staff, students, research/project staff, research projects, etc is continuing to grow.
- c. The number of Departments, Sections, Divisions and programmes offered will also continue to grow.
- d. The proposed Application Software should facilitate the smooth creation of new Departments/Sections/Divisions etc. and also should enable smooth functioning, integration and coordination of all units of IIA.
- e. The bidder should either port data from the existing systems or integrate them to the Application Software to be deployed.

1.1 **PURPOSE OF THIS DOCUMENT**

This document contains Bidding Terms and Conditions. This document is to provide information that may be required by the potential bidders to understand the evaluation criteria, commercial terms, bid process details, etc to thereby participate in the bid process for implementation of an End-to-End Web- based Application Software for Procurement & Inventory Management extendable to HR & Finance modules for IIA which can be accessed by all the department and section users.

The Bidders are requested to give detailed tender in two bids i.e.,

- a. **Part-I: Technical Bid**
- b. **Part-II: Commercial Bid**

1.2 **DATE & TIME SCHEDULE**

The timelines for the tender will be as per Table 1.1.

| Table 1.1: <u>DATE AND TIME SCHEDULE REGARDING THE TENDER PROCESS</u> | | | |
|--|--|-------------|-------------|
| Sr. No | Particulars | Date | Time |
| 1 | Date of Online Publication/Download of Tender | 25 Mar 2024 | 1600 hrs |
| 2 | Last Date for Sending Pre-Bid Queries | 08 Apr 2024 | 1700 hrs |
| 3 | Pre-Bid Meeting | 15 Apr 2024 | 1530 hrs |
| 4 | Upload of Pre-Bid Clarifications/Corrigendum, if any | 22 Apr 2024 | 1700 hrs |
| 5 | Bid Submission Start Date | 23 Apr 2024 | 0900 hrs |
| 6 | Bid Submission Close Date | 15 May 2024 | 1700 hrs |
| 7 | Opening of Technical Bids | 17 May 2024 | 1100 hrs |



1.3 AVAILABILITY OF TENDER

The Tender Document can be downloaded from Central Public Procurement Portal
<https://eprocure.gov.in/eprocure/app> OR Institute website-
<https://www.iiap.res.in/?q=tendersdisplay>

1.4 ELIGIBILITY CRITERIA

The following are the Pre-Qualification criteria:

1.4.1 Eligibility Criteria/ Pre-Qualification for Bidders

- a. The Bidding firm (Prime Bidder) can form a consortium of a maximum of two members for supply of Application Software to automate Procurement & Inventory functions of IIA. Out of the consortium members, the Prime Bidder should be responsible and contact point for Supply, Installation & Commissioning of the software solution including the delivery of services as per this RFP. The Prime Bidder is responsible for total completion of the project and shall be the contact point during the execution of the Project.
- b. The bidder(s) must fulfil the following pre-qualification conditions. Technical bids of bidders fulfilling the following pre-qualification conditions will only be evaluated by the duly constituted Technical Evaluation Committee. Bids not fulfilling the pre-qualification conditions given below will be rejected.
- c. Pre-qualification Criteria for Bidders (Refer Table 1.2)

Table 1.2: PRE-QUALIFICATION PARAMETERS AND SUPPORTING DOCUMENTS REQUIRED

| Criteria | Pre-Qualification Parameters | Documentary Evidence to be attached |
|---|--|--|
| Make In India | Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 | Self-Certification in this regard to be submitted in the Technical Bid in the prescribed format as per Annexure XIII. |
| Company profile of the Bidder | 1. The bidder must have average annual turnover of at least Rs.30 Lakhs for the last three completed financial years and should be a profit-making concern for the last three completed financial years. | 1. Copies of printed and Audited balance sheets and P&L to be attached for the last three completed financial years (20-21 to 22-23) |
| | 2. The bidder should be a registered company in India as per Company Act, 1956 of India. | 2. Certificate of Incorporation from Registrar of Companies (ROC) |
| | 3. Must have its own development and support Centres in India. | 3. Certificate from OEM for development and Support Centre details in India |
| | Relaxation in Past Experience and Annual Turnover to start-ups and Micro & Small Enterprises (MSEs) as per norms, subject to meeting quality and technical specifications. | Any bidder seeking relaxation under Start-up / MSE policy/ Scheme of GoI must enclose all relevant documents/ certificates etc in the Technical Bid for claiming such benefits. |
| Experience in Application Software Implementation | 1. Should have successfully implemented and supported at least 5 similar* Application Software during the last 10 completed financial years each involving Application Software Implementations or e-governance projects of similar nature on Windows/ Linux/ Unix platform in any reputed organisation or Govt. Dept. (Central/State)/CPSU/PSU/State Govt. Enterprise) as on the date of submission of Bid. * Similar indicates implementation of all the following modules: a. Purchase /Procurement b. Material Management / Stores / Asset Management, c. HRMS / Personnel d. Accounts / Finance Out of 5 Application Software contracts implemented and supported: | Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer. |
| | At least one contract of value not less than Rs.24 Lakhs, OR | |
| | Two projects of value not less than Rs. 15 Lakhs each, OR | |
| | Three projects of value not less than 12 Lakhs each | |



1.5 TECHNICAL BID

Bidders are required to submit their Technical Bid in two (2) parts in separate documents, as under.

1.5.1 DOCUMENT 1‘A’

Documents as per Eligibility Criteria in 1.4.1(c) are to be submitted.

1.5.2 DOCUMENT 1‘B’

DOCUMENT 1‘B’ will be opened only on compliance to each of the Eligibility and Pre-Qualification Criteria as per 1.4.1 (c) submitted in DOCUMENT 1‘A’.

The DOCUMENT 1‘B’ shall have the following documents:

- a. Compliance to every clause of Functional and Technical Specifications of the solution, ensuring strict conformity in every respect, in order to avoid ambiguity.
- b. Compliance to Project Timelines and Payment Milestones
- c. Technical documentation that includes:
 - (i) Technical solution being offered providing information, architecture and performance details, etc.
 - (ii) Product brochure/ Technical Specifications/ Data Sheets for the solution being offered.
- d. Response and supporting documents against Technical Evaluation Criteria given in Section 1.9.2 i.e., Parts A to E.
- e. Details about Post Implementation warranty and AMES support.
- f. Compliance to Terms & Conditions & duly filled in Annexure forms to be submitted as per Annexures to this RFP.

1.5.3 BID SECURITY DECLARATION

The Bidders are required to sign a Bid Security Declaration as per **Annexure XII** accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or submit a Performance Security, they will be suspended for the period of 2 years.

If during scrutiny, it is found that Bid Security Declaration is not annexed, then that bid is liable to



be rejected as “not- accompanying Bid Securing Declaration”. Therefore, Bidders should ensure submission of all the supporting documents along with Document 1'B', while submitting their bids.

Note: If in the view of bidder, any exemption / relaxation is/are applicable to them from any of the eligibility requirements, under any Rules /Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

Bids submitted without Bid Security Declaration or relevant Certificates for exemption will stand rejected. No correspondence in this regard shall be entertained.

1.6 DOCUMENT 2- “PRICE BID”

The Price Bid shall consist of the price quoted for the item mentioned in the Annexure XI & Annexure XVI. The following key points are to be considered while submitting the commercial bids:

- a. All prices are to be quoted in Indian Rupees only.
- b. Price bid shall indicate per Unit prices and applicable Taxes separately.
- c. Quoted prices should be inclusive of charges for all activities in scope of work, all types of required support, licenses, upgrades, accessories, tools, utilities, patches required for full functionality of the proposed application software.
- d. Additionally, the quoted prices should also be for Annual Maintenance & Enhancement Support (AMES) for the period of five (05) years. (This will also be considered for arriving at L-1 status though the Ordering will be after the initial warranty period is over with a payment term of Half yearly in advance on year on year basis at the discretion of IIA.)

1.7 CLARIFICATIONS ON RFP

Queries/ Clarifications Technical, Financial or Commercial, if any, that may arise should be referred by the bidders by e-mail as per the format at ANNEXURE I to purchase@iiap.res.in. Pre-Bid Meeting will be conducted as per the date of schedule. The Video Conferencing link for the same will be mailed to all the bidders who have sent the pre-bid queries. The Bidders who wish to attend the Pre-Bid Meeting, may forward their request for attending the meeting. The link/invitation for attending the meeting will be forwarded to them accordingly. The clarifications will be uploaded to the IIA Bangalore website only. All the queries and responses arrived at will form a part of the RFP.

1.8 TECHNICAL EVALUATION COMMITTEE (TEC)

1.8.1 On the due date the technical bids of pre-qualified bidders will be opened and referred to a



duly constituted Technical Evaluation Committee.

1.8.2 The technical evaluation will be an assessment of the Technical Bid. IIA Bangalore representatives will proceed through a detailed evaluation of the Technical Bids in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIA Bangalore will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender. The recommendation of the technical evaluation committee (TEC) is the final and binding on all the parties.

1.8.3 The TEC will examine all the technical aspects of the bids received. Further, the TEC may seek additional information and also call for detailed technical presentations from the BIDDERS.

1.8.4 The information received, presentations and demos given by the BIDDERS and the bids already submitted together will be examined with reference to the tendered specifications and the technical evaluation criteria given in the RFP by the Technical Evaluation Committee for arriving at the list of technically responsive bids. The recommendation of the technical evaluation committee is final and binding on all the parties.

1.8.5 In the event of seeking any clarification from various BIDDERS by IIA Bangalore, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item, it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

1.9 BID OPENING AND EVALUATION PROCESS

- a. Technical Bids will be opened as per the Date Schedule & Time.
- b. Price Bids of the eligible bidders will be opened on a later date. A notification about the same will be sent to the Bidders.
- c. Bids would be summarily rejected, if tender is submitted other than through the online portal. The Bid is to be submitted within the stipulated date / time.

1.9.1 BID EVALUATION

- a. The evaluation of bids will be a two-stage process.
 - (i) Technical Bid evaluation
 - (ii) Financial Bid Evaluation
- b. IIA will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the Specifications, Scope of Work, Eligibility Criteria and Terms & Conditions of the Tender document.

c. Technical Bids which strictly contain all of the following shall undergo a Technical Evaluation:

- (i) Compliance to every criterion of the Eligibility and Pre-Qualification Criteria along with Documentary proof
- (ii) Compliance to every clause of the Scope of work
- (iii) Compliance to Functional & Technical Requirement Specifications of this RFP
- (iv) Brief about Technical solution offered, Technical documentation, Data sheets, etc.
- (v) Compliance to Project Timelines and Payment Milestones
- (vi) Post-Implementation Application Maintenance and Enhancement Service (AMES) details
- (vii) Compliance to Terms & Conditions of this RFP

d. During evaluation of the bids, IIA may at its discretion, ask the Bidder for clarification regarding its bid. The bidder has to submit the clarification as desired by IIA. The request for clarification and the response shall be in writing and no change in Price of the bid shall be sought, offered or permitted. All clarifications should be submitted within the time stipulated by IIA. Clarifications/ replies received will be part of the bid document. IIA has the right to accept or reject the clarifications provided by the Bidder.

e. IIA requires the Bidder to make a presentation of the proposed Application Software and may ask for site visits of such clients of the bidders where a similar kind of solution has been implemented.

f. Such Technical Bids, that are found suitable after thorough evaluation of the details furnished as per above given list, shall be declared as **Technically Acceptable for further evaluation by opening their respective Price bids.**

g. **Financial Bids of only those Bidders who have been found suitable by TEC will be opened.** The bidder(s) whose bid is the lowest including Annual Maintenance and Enhancement Services (AMES) Charges and other allied charges including Taxes, Levies & Duties will be considered as successful bidder(s) and a contract will be awarded. The sole discretion to select the L1 Bidder will be with the Director, IIA.

1.9.2 TECHNICAL EVALUATION PROCESS

The evaluation of the technical bids will be carried out as per the Technical Evaluation Criteria given below.



Technical evaluation is broken down into 6 Parts i.e., A, B, C, D, E & F. The bidder has to give a technical presentation covering Parts A to E and a demo covering modules mentioned in Part F as per the tender schedule to the Technical Evaluation Committee. The Technical Evaluation Committee's decision shall be final and binding on all the parties.

Part A – Technical evaluation related to Bidder's Profile and Related Experience

Evaluation Attributes

Number of years of operations in relevant domain, Annual revenue in India over the past 5 years, *Relevant qualification and experience of the team including details of the project and team manager and escalation matrix.*

*For each of the attributes listed above, the bidder has to furnish necessary supporting document(s), similar to the documents submitted against the pre-qualification criteria (refer Table 1.2). Further, the bidder has to submit a document titled **Response-To-Part-A-of-Technical-Evaluation.PDF** which should contain details like name of each attribute, a summary of the response, names of the supporting documents submitted, etc.*

PART B – Technical evaluation of Project Plan and Implementation Methodology given by the bidder for the proposed Application Software

Evaluation Attributes

Proposed Project Plan, Business Design, Implementation Approach and Methodology, Identified Project Risks & Mitigation Strategies, Detailed timelines of project execution, Training Plan for various stakeholders and users of Application Software systems, Change Management, Process for creation of Documentation (with special attention to version control and change tracking feature with access control)/ Help Manuals and their updating from time-to-time, Proposed Escalation Matrix to address tickets raised and for adhering to SLAs.

*For each of the attributes listed above, the bidder has to provide a detailed response. A document titled **Response-To-Part-B-of-Technical-Evaluation.PDF** which should contain details like name of each attribute, a summary of the response, names of the supporting documents providing the complete information, etc.*

Part C - Functional evaluation related to response to the functional requirements specifications (FRS) in Volume-II

Evaluation Attributes

Extent of Direct fit of FRSs of various modules given in Volume-II through the standard Application Software of the bidder, Extent of fitment of FRSs through Future Releases of Application Software of the bidder, Extent of Third Party offerings used as part of the integrated Application Software proposed by the bidder for meeting FRSs of various modules, Extent & complexity of customizations needed for the standard Application Software of the bidder for meeting FRSs or no solution available



at all for the specific FRSs and the bidder has to develop them from scratch

*The bidder shall be provided five options to map the Institute's FRSs at the granularity of module or submodule given in Volume-II as per their Application Software capability (viz, **Direct fit through Standard Application Software, Future Releases of Standard Application Software, Third Party offering used as a part of the integrated Application Software, Customization to Application Software and No Solution Available**). This mapping has to be submitted in the form of a spreadsheet document titled **Response-To-Part-C-of-Technical-Evaluation.PDF** which should contain the following mandatory fields <Name of Module, Name of Sub-module (if applicable), Fitment Option, Name(s) of Supporting Documents, Remarks>. Bidder must also provide detailed supporting documents like datasheets, user manuals, screenshots, integration methodology in case any 3rd party offering are used, customizations or new developments needed with the difficulty level (Low/ Medium/ High), etc. in their response to each of the module/sub-modules in Volume-II for the technical committee to fully assess the capability of the bidder and extent of fitment of the proposed solution by the bidder in meeting the Institute's requirements.*

The bidder should assume complete responsibility for their responses against the functionality fitment of the Institute requirements as stated in Volume-II. Any variation found during the evaluation/ demonstration/ engagement shall be considered as a fraudulent practice which is liable for forfeiture of the PBG without prejudice to other legal remedies that the Institute may take in this regard.

PART D - Technical evaluation of Non-Functional (Technical) Capabilities of the Application Software given by the bidder

Evaluation Attributes

General Application/ Architecture; Modular Design, Multi-tier approach; Agility, Scalability, High availability; Open APIs, Use of standard data-exchange formats and protocols like XML, JSON, REST API; Usage of free/open source software/ databases/ OS; Industry standard architectural principles and software engineering principles; Role based access control; Single sign on; Desktop and mobile browser compatibility; Responsive front end design; Audit trails at Application Software level and database level; Application Software Administration & Maintenance Capabilities, Reporting/analytics Capabilities, Integration Capabilities; Security Framework; Configuration Capabilities, Usage of workflow or business process engine for adding new processes/ workflows/ modules, Extensibility Capabilities; Tools/ Accelerators & methodologies used for process automation, Issue management, bug tracking & reporting; Load/ stress testing; Data migration, Backup/ restore, disaster recovery framework; Data archival mechanism.

*For each of the attributes listed above, the bidder has to provide a detailed response for the technical evaluation committee to assess technical merit of the proposed Application Software. A document titled **Response-To-Part-D-of-Technical-Evaluation.PDF** which should contain details like <Name of Each Attribute, Summary of the Response, Name(s) of the Supporting Documents providing the complete information, Remarks etc.>*



PART E - Solution Case Studies, Client Reference Checks, and Previous Experience with tools for Data Migration

Evaluation Attributes

a. Client Reference checks and Solution Case Studies

The bidder should provide a minimum of two client reference checks with ongoing project implementations or which have ended within past one year from the date of publishing of tender and case studies of Application Software systems deployed in the relevant field.

Refer Annexure V – Past Experience of the Bidder in the prescribed format of supporting documents that needs to be submitted. Each case study report should have a section comparing scope of work of their previously deployed Application Software systems relevant to FRS of IIA's Application Software.

b. Previous experience with tools for data migration and issue management

Evaluation will be done based on tools available with the bidder and proposed to be deployed for the data migration phase of IIA's Application Software and for issue management during the project tenure. Competence of the bidder in terms of previous experience in managing complex data migration activities will also be considered.

*The bidder should provide client reference checks for data migration and issue management tools deployed. A document titled **Response-To-Part-E-of-Technical-Evaluation.PDF** which should contain details like <Name of Each Organisation, Type of Tool used for Data Migration, Details of Issue Management process deployed, Name(s) of the Supporting Documents providing the complete information, Remarks etc.>*

PART F - Technical evaluation of Proof of Concept (POC) demonstrations given by the bidder

All the bidders who have met pre-qualification criteria and qualified for POC demonstration (based on getting a minimum of **60%** score to each of Parts A to E in the technical evaluation process) shall be invited to present their demonstration for the following modules.

a. **Procurement & Inventory Management** (online creation of Indent, Purchase Order. Online Creation and approval of Stores Demand Note and issue of items, etc)

b. **Issue Management System** (to raise tickets, escalate it, collecting feedback from the user after resolving the issue, etc)

Based on the POC demonstration/s, the IIA, TEC shall evaluate the bidder/s based on their solution mapping capability as per the Institute requirements to compute the final rating.

Table 1.3: TECHNICAL SCORING POINTS

| Sr. No | Main Criteria and Attributes | Min Marks Required | Max Marks |
|---------------|---|--------------------|-----------|
| Part A | Credentials of Bidder & Experience in Application Software [Years of Experience* in Application Software domain (2 marks), Annual Revenue* (2 marks), Project Management Capabilities (2 marks), Proposed Implementation Team (2 marks), Proposed Support Team (2 marks)] <i>* MSEs and Startups: This criteria will fetch full marks against the particular items</i> | 6 | 10 |
| Part B | Implementation Approach & Methodology Project Plan, Business Design, Implementation Methodology, Identified Project Risks & Mitigation Strategies, Detailed timelines of project execution, Training, Change Management, Documentation, Escalation Matrix | 15 | 25 |
| Part C | Functional Evaluation as per the FRS in the Volume-II Extent of Direct fit of FRSs through Standard Application Software, Extent of fitment of FRSs through Future Application Software Releases, Extent of Third Party offering as part of integrated Solution for the FRSs, Extent & complexity of Customizations as part of Application Software for the FRSs or No Solution available at all for the specific FRSs | 24 | 40 |
| Part D | Non-Functional (Technical) Capabilities General Application/ Architecture, Modularity, Agility, Scalability, High availability, Open APIs, REST API, Multi-Tier approach, Standard data exchange formats, Usage of free/open source software/ Databases/ OS, Industry standard architectural principles, Role based access control, Single sign on, Browser compatibility, Responsive frontend design, Audit trails, Application Software Administration & Maintenance Capabilities, Reporting Capabilities, Integration Capabilities, Security Framework, Configuration Capabilities, Usage of workflow or business process engine for adding new Processes/ Workflows, Extensibility Capabilities, Tools/ Accelerators & Methodologies used for process automation, Bug reporting, Load/Stress Testing, Data Migration, Backup/ Restore, DR, Archival Mechanism | 30 | 50 |

| | | | |
|---------------|--|----|----|
| Part E | Solution Case Studies & Client References Client Base in any reputed Organization (preferably Govt. Dept. (Central/State)/CPSU/PSU/State Govt. Enterprise), Number of concurrent users, Total number of regular Users and Nature of Modules implemented in the past deployments, Relevant Case Studies, Relevant Client References, Previous experience with tools for data migration, issue management, etc | 15 | 25 |
| Part F | Proof of Concept Demonstration of the following modules: Procurement and Inventory Management Module (Scope as mentioned in Volume - II) Issue Management System (to raise tickets, escalate it, collecting feedback from the user after resolving the issue, etc) | 30 | 50 |

***Note 1:** The sum of the individual minimum scores of Parts A to F is 120. A bidder should score the minimum marks (i.e., 60%) under each of Parts A to F mentioned above in the technical evaluation in order to be declared technically qualified and only their price bids will be opened for commercial evaluation. No weightage will be carried forward for evaluation of Financial Bids where only the Least offer will be considered for Bid Award.

1.9.3 COMMERCIAL EVALUATION

The Financial bid must be submitted in the prescribed format available in the CPP portal against this tender. **A sample format as to how to arrive at the final price is given in Annexure XI.**

- (a) The Financial proposals shall be evaluated on the basis of Consolidated Cost Summary (Inclusive of all Taxes) – “Grand Total” offered by the bidder to IIA. Any monetary figure in decimal shall be rounded off to the nearest INR.
- (b) Prices quoted by the Bidder shall be final. No variation in prices will be allowed under any circumstances during the entire period of the contract. No Conditional and open ended bid shall be evaluated and the same is liable for rejection.
- (c) The Financial proposals submitted by the prime bidder should be inclusive of all the items in the technical proposal and should incorporate all the implications based on clarifications provided by the prime bidder during the evaluation of the technical proposal.
- (d) Prices shall be quoted in Indian Rupees (INR) only.
- (e) The prime bidder shall quote the price for all the components / services of the solution



to meet the requirements of implementation of integrated Application Software in IIA as listed in this RFP.

- (f) Bids with price adjustment shall be rejected.
- (g) The price quoted in the financial proposal shall be the only payment, payable by IIA to the successful prime bidder for completion of the contractual obligations by the successful Prime Bidder under the Contract, subject to the terms of payment specified in this RFP.
- (h) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract (for successful bidder). A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as “NON-RESPONSIVE”.
- (i) It is mandatory to provide breakup of all taxes & duties where ever applicable and/or payable.
- (j) The bid amount shall be inclusive of planning, installation, commissioning, delivery charges and any other charges as applicable till the end of the contract period.
- (k) IIA reserves the right to ask the Prime Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- (l) **Alternate proposals/ multiple bid submissions are not permitted.** If alternate proposals/ multiple bids are submitted then the IIA, at his sole discretion, may reject all of the proposals/ bids submitted by that Bidder.
- (m) The Bidder shall submit the tender that strictly comply with the requirements or the schedules. Any alternatives or modifications shall render the tender invalid; tenders with conditional offers will be invalid.
- (n) In cases of discrepancy between the prices quoted in words and in figures, the value mentioned in words shall prevail. In cases of discrepancy between the Unit Price and Total Price calculated, the value mentioned in Unit Price shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

1.9.4 AWARD CRITERIA

- a. The technically qualified and responsive bidder(s) whose bid is the lowest including Annual Maintenance and Enhancement Services Charges and other allied charges will be considered as successful bidder(s). The sole discretion to select the L1 Bidder will be with the Director, IIA.
- b. The selected bidder (called L1) shall be the one who has quoted the lowest price. However, in the event of two or more Bidders quoted exactly the same price, then IIA reserves the right to:



- (i) Declare the L1 bidder whose technical score is highest, among the bidders who have quoted exactly the same price.
- (ii) If technical scores are also the same, then the Bidder who has successfully implemented more Application Software projects is declared as the L1 Bidder.

1.10 ACCEPT/ REJECTION OF BIDS

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

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
- b. During the validity of the proposal, or its extended period after the last date and time for submission of Bids, if any, the Bidder makes any effort to modify the bid submitted.
- c. The Bidder proposing a “Conditional-Proposal”.
- d. Proposal is received in incomplete form.
- e. Proposal is not accompanied by all the requisite documents even after clarifications are sought.
- f. Information submitted in a Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
- g. Bidder tries to canvass or influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
- h. The Bidder(s) has/have been Debarred and/or blacklisted by any Central/ State Govt. Department/ Public Sector Undertaking / Organization in India etc. in the last two years.
- i. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified.
- j. Bidder fails to deposit the Performance Security prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of signing of agreement or within such extended period, as may be specified by IIA.
- k. Bidders may note that while evaluating the proposals, if it comes to IIA’s knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the



Bidders so involved are liable to be disqualified for this Contract as well as for a further period of two years from participation in any of the RFPs floated by IIA.

I. IIA will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract.

1.11 COST OF BIDDING AND AWARD OF CONTRACT

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing product demos, in providing any additional information required by IIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit IIA to award a Contract. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

1.12 SIGNING OF AGREEMENT

The process for signing of agreement for the project is as follows:

1.12.1 DISCHARGE OF BID SECURING DECLARATION

Prior to signing of the Agreement, IIA shall request the Selected Bidder to provide Performance security pursuant to this RFP.

1.12.2 ANNOUNCEMENT OF AWARD OF BID

After evaluation of Commercial bids, IIA shall notify the Selected Bidder of acceptance of BID and will enter into a Contract Agreement with the Successful Bidder. Upon receipt of Performance Security by the successful bidder, IIA will notify each unsuccessful bidder.

1.13 EXPENSES FOR THE BID/AGREEMENT

The incidental expenses of execution of Bid/Agreement shall be borne by the Successful Bidder.

1.14 FAILURE TO ABIDE BY THE TERMS AND CONDITIONS

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IIA may forfeit the Performance Security. The contract may be awarded to the next Bidder who is in second position based on the technical & commercial evaluation. However, to award the contract to the second positioned bidder is at the discretion of IIA Bangalore and not the right of the second positioned bidder to be awarded the contract.



1.15 BID VALIDITY

The tender and the price quoted shall be deemed to remain valid for acceptance for a period of **six (6) Calendar months** from the date of submission. In the event of termination of the tender process due to reasons not attributable to the Bidders/Implementing Agency the IIA shall not be liable for any extra cost or expenses or shall not be liable to pay any claim or expenses to the Bidders. However, if the same pertains to the reasons attributable to the Bidder, appropriate action, including debarment of the vendor as deemed fit by the Institute will be taken.

1.16 FRAUD AND CORRUPTION

IIA requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. IIA Bangalore will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question. In pursuit of this policy, the terms set forth below are defined as follows:

1.16.1 **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

1.16.2 **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

1.16.3 **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non -competitive levels; and

1.16.4 **Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

1.17 INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT/ CONTRACT DOCUMENT

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, Director, IIA Bangalore’s interpretation of the clauses shall be final and binding on all parties.

1.18 LEGAL COMPLIANCE

1.18.1 The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, IIA identifies or information comes to IIA's attention that the Successful Bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), IIA shall be entitled to terminate



this agreement with immediate effect.

1.18.2 The Successful Bidder shall maintain all proper records, particularly but without limitation to accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation.

1.18.3 The Successful Bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder.

1.19 RIGHT TO ACCEPT OR REJECT THE BIDS

The Director, IIA reserves the right to accept the bids in full or in parts or reject summarily or partly. The Director also reserves the right to cancel this RFP without any financial and legal obligations on IIA Bangalore.

~End of Chapter 1~



CHAPTER-2: TERMS AND CONDITIONS

2.0 TERMS & CONDITIONS

2.0.1 Bidders shall ensure high security, reliability and data integrity for all the service components provided.

2.0.2 Bidder shall provide all services specified or otherwise, which are required to fulfil the intent of ensuring performance, operability, maintainability and the reliability of the complete work covered under Scope of Work. If any item, though not specifically mentioned, is required to complete the project for its reliable, efficient and trouble-free operation, the same shall also be taken to be included and be installed, configured, developed by the Bidder as per requirement.

2.1 STANDARDS

The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between IIA and the bidder, and when no applicable standard is mentioned, the services / products / deliverables shall be supplied under the authoritative and appropriate international standards of such services / products / deliverables and such standards shall be the latest issued by the concerned institution/s.

2.2 LANGUAGE

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP.

2.3 PERFORMANCE SECURITY

To ensure due performance of the contract, performance security equal to five percent (5%) of the Total Contract price (including taxes and duties), should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the bidder, including warranty and AMES obligations. Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form. This security should be furnished immediately, but in any case, not later than fifteen (15) days from the date of signing the Contract. This amount is liable to be forfeited, in full or in part, for breach of any of the terms and conditions of the Contract.

2.4 ROLL-OUT OF SPECIFIC MODULES

The Successful Bidder should prepare module wise development and roll-out of the core and other modules specified in the FRS document.



2.5 SOURCE CODE, LICENSING AND IP RIGHTS OF APPLICATION SOFTWARE

Any code used in the implementation of the core and other Application Software modules should be shared with IIA so that future performance enhancements and/or debugging can be independently carried out by IIA post the project term. However, the ownership of the source code and IP rights of Application Software rests with the Successful Bidder or OEM of Application Software. IIA will not use or distribute the source code for any commercial or non-commercial purposes. Any necessary agreements can be made in this regard between IIA and Successful Bidder. Further, any updates made to the code during the beta testing, warranty and AMES period should also be provided to IIA. Necessary perpetual licensing (if any) to use the source code and workflow engine (if applicable) should be issued to IIA.

2.6 THIRD PARTY PRODUCT AND LICENSING

2.6.1 The Successful Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the deliverables, services, applications, services etc. provided by the Successful Bidder or sub-contractors under this agreement shall be acquired in the name of the IIA and Bidder shall have the non-exclusive, unlimited right to use such licenses for the purpose of execution of any of its obligations under the terms of this agreement. Also, such licensing should be perpetual in nature. However, subsequent to the term of this agreement, such approvals etc. shall endure to the exclusive benefit of the IIA.

2.6.2 If license agreements or other agreements are necessary or desirable between the Successful Bidder and third-parties for purposes of enabling / enforcing/ implementing the provisions herein above, the Successful Bidder shall enter into such agreements at its own sole cost, expense and risk and all such licenses etc. shall be bought in name of the IIA unless otherwise directed in writing by the IIA. Also, such licensing should be perpetual in nature.

2.7 MODE OF PAYMENT

IIA shall make all payments through RTGS or NEFT within Thirty (30) days of submission of Tax Invoices and supporting documents and as per the schedule of payments.

2.8 AUTHORISED SIGNATORY

The Successful Bidder shall advise of the authorised signatories who can discuss and correspond with IIA, with regard to the obligations under the contract. Requisite authorization authorising the signatories of the bid to respond to this RFP must be submitted along with the bid. The Successful Bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by its Secretary, authorising an official or officials of the bidder or a Power of Attorney holder to discuss or sign agreements/ contracts with IIA. The bidder shall furnish proof of signature identification for the above purposes as required.

2.9 CONTRACT PERIOD

2.9.1 The contract period for providing services will be from the date of the agreement, and will be



valid for the timelines as per this RFP. The Successful Bidder needs to execute a comprehensive, definitive Service Level Agreement (SLA) with IIA covering all terms and conditions of this RFP. The SLA will cover performance and availability of the solution deployed.

2.9.2 Any sub-contracting activity by the Successful Bidder should take place only with the prior approval of IIA.

2.10 RESPONSIBILITIES OF SUCCESSFUL BIDDER

The Successful Bidder will be solely and completely responsible for any deficiency in service, deficiency in the overall product/ solution, any deficiency in any third party component/ products, any part/ module/ service developed by sub-contractors, and the Successful Bidder would be completely responsible in fixing and rectifying these deficiencies including coordinating with third party for rectifying all such deficiencies where third party component/ product/ service is deficient. The Successful Bidder will also be solely and completely responsible for any misdeeds, damages, illegal acts and any other actions or inaction of its project personnel as well as any of the personnel of its subcontractors that results in any kind of harm to IIA Bangalore or any personnel of IIA Bangalore or any tangible or intangible assets of IIA Bangalore in any fashion, including the reputation of IIA Bangalore.

2.11 PERSONNEL OF SUCCESSFUL BIDDER

The Successful Bidder will agree, acknowledge and covenant that in case the services of existing employees of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to IIA and a replacement of equivalent qualification should be deployed. Care should be taken so that the handover takes place in a smooth fashion.

2.12 PROVISIONAL ACCEPTANCE

The date of successful completion of beta testing of core and other modules shall be treated as the date of Provisional Acceptance. This Provisional Acceptance will be issued separately for each of the modules.

2.13 FINAL ACCEPTANCE CERTIFICATE (FAC)

After satisfactory completion of Ninety (90) days from Go-Live period, IIA shall issue the Final Acceptance Certificate (FAC). Before the issue of FAC, the Successful Bidder shall warrant that the proposed Application Software or any part thereof shall be free from defects in the work executed. The solution shall be supported by the bidder for a period of one (1) year under warranty and five (5) Years under AMES.

2.14 TERMINATION OF CONTRACT

2.14.1 IIA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of Thirty (30) days, sent to the Successful Bidder, terminate the contract in whole or part,



- a. If the Successful Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by IIA;
(AND/ OR)
- b. If the Successful Bidder fails to perform any of the obligation(s) under the contract;
(AND/ OR)
- c. If the Successful Bidder has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

2.14.2 In the event of IIA terminating the Contract in whole or in part, IIA may engage other sources, upon terms and in such manner as it deems appropriate, services similar to those delivered and the Successful Bidder shall be liable to IIA for any additional costs for such similar services limited to the total amount paid. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

2.14.3 IIA may at any time terminate the Contract by giving written notice with a notice period of Thirty (30) days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IIA.

2.14. IIA may by written notice, with a notice period of Thirty (30) days sent to the Successful Bidder may terminate the Contract in whole or in-part at any time for its convenience. The notice of termination shall specify the termination is for IIA's convenience, the extent to which performance of work under the Successful Bidder is terminated and the date upon which such termination becomes effective. On termination, the Successful Bidder is entitled for compensation to the extent of work done till the date of termination.

2.15 APPLICABLE LAWS & JURISDICTIONS

The Contract and all questions, disputes or differences arising under or in connection with this Contract, subject to Arbitration clause, shall be subject to the exclusive Jurisdiction of the courts within the local limits of Bengaluru, Karnataka State, India.

2.16 RESOLUTION OF DISPUTES & ARBITRATION

2.16.1 In case of any dispute(s) or difference(s) whatsoever arising under or out of or in connection with the Contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve/settle the same by submitting that dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

2.16.2 The language of the arbitration proceeding shall be English and the place of arbitration proceedings shall be Bengaluru, Karnataka State, India.

2.16.3 All dispute or differences whatsoever arising between the Successful Bidder and IIA out of or in relation to the construction, meaning and operation or effect of the Contract, with the



Successful Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of Thirty (30) days' notice in writing to the other, clearly mentioning the nature of the dispute/differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute(s) and difference(s) strictly under the terms and conditions of the purchase contract, executed between IIA and the Successful Bidder.

2.16.4 In case the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators with one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be subject to the exclusive Jurisdiction of the courts within the local limits of Bengaluru, Karnataka State, India.

2.16.5 The award shall be final and binding on both the parties and shall apply to the contract.

2.16.6 Work under the Contract shall be continued by the Successful Bidder during the arbitration proceedings unless otherwise directed in writing by IIA unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case maybe, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by IIA, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

2.17 LIQUIDATED DAMAGES

2.17.1 Liquidated Damage will be levied at the rate of two percent (2%) per month subject to a maximum of 10% on the total value along with applicable taxes of the contract for non-fulfillment of delivery schedule. Any delay due to the Force Majeure conditions or delay due to reasons not attributable to the Successful Bidder will be excluded from the delivery schedule.

2.17.2 In the event of failure by the Successful Bidder to fulfil the delivery conditions, IIA at its discretion may initiate any of the actions as given below.

- a. Extension of time may be permitted to complete the work.
- b. Additional resources to be requested for speeding up the work.
- c. Liquidated Damages being levied
- d. Contract with the Successful Bidder terminated as per the Termination clause.
- e. Any other action may be deemed fit by IIA in the best interest of the Institute.

2.18 DELAYS IN BIDDER'S PERFORMANCE

The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the bidder will enable IIA to resort to any or all of the following:

- a. Claiming Liquidated Damages
- b. Termination of the contract fully or partly and claim liquidated damages.



c. Invoking Performance Security

2.19 CONFIDENTIALITY

2.19.1 The IIA may allow the Successful Bidder to utilise confidential information as per the needs of the Project and the Successful Bidder (including its employees, contractors, agencies and representatives) shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. No member of Successful Bidder's team shall, without prior written consent from the IIA, make any use of any Confidential and Proprietary Information given by the IIA, except for purposes of performing this Agreement. Each member of Successful Bidder's team shall keep all the Confidential and Proprietary Information, provided by IIA to them or their respective employees as confidential.

2.19.2 Additionally, the Successful Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities to the extent necessary/ required as per regulations/ law. The Successful Bidder shall use the information only to execute the Project.

2.19.3 IIA shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful Bidder regarding any forbidden disclosure. IIA reserves the right to adopt legal proceedings, civil or criminal, against the Successful Bidder in relation to a dispute arising out of breach of obligation by the Successful Bidder under this clause

2.19.4 Successful Bidder shall not use the data disclosed by IIA under this Agreement to provide services for the benefit of any third party, as a service bureau or in any other manner

2.19.5 The Successful Bidder shall notify the IIA promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the IIA.

2.19.6 The successful Bidder shall enter into a Non-Disclosure Agreement (NDA) with IIA to ensure confidentiality of the data pertaining to IIA.

2.20 ADHERENCE TO TERMS & CONDITIONS

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

2.21 INDEMNITY

The bidder shall indemnify, protect and save IIA against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the Application Software proposed by the bidder. The bidder should also assumes responsibility for, and shall at all times indemnify IIA or their employees from all losses, liability, claims, costs,



expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are, or may be, required with respect to any breach of the bidders obligations under this Contract, or for which the bidder has assumed responsibility under this Contract, including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages, or the compensation of all persons employed by the bidder or his subcontractors or suppliers in connection with the performance of any work covered by the Contract.

2.22 OWNERSHIP OF DOCUMENTS

The IIA shall own all documents provided by or originating from the IIA and all the documents produced by or from or for the Successful Bidder in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the IIA, the Successful Bidder shall deliver to the IIA all the documents provided by or originating from the IIA and all the documents produced by or from or for the Successful Bidder in the course of performing the services, unless otherwise directed in writing by the IIA at no additional cost. The Successful Bidder shall not, without the prior written consent of the IIA store, copy, distribute or retain any such documents.

2.23 CONFLICT OF INTEREST

2.23.1 The Successful Bidder shall hold IIA's interests paramount, and strictly avoid conflict of interest with other assignments. If during the period of the Agreement, a conflict of interest arises for any reasons, the Successful Bidder shall promptly disclose the same to the IIA.

2.23.2 The Successful Bidder shall also cause its staff not to engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under or pursuant to the Agreement.

2.23.3 The Successful Bidder shall disclose to IIA in writing, all actual and potential conflicts of interest that arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

2.24 EXIT MANAGEMENT

This schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the Agreement, for any reasons whatsoever. In the case of termination of the Project implementation, the parties shall agree on the exit management procedure and duration at that time. The agreement will also be on business interruptions, transfer of project assets, payment during exit management period, knowledge transfer, transfer of confidential information and data, employee details, transfer of certain agreements, rights of access to premises, exit management plan and transfer costs.

2.25 SERVICE LEVEL AGREEMENTS

2.25.1 SERVICE LEVEL AGREEMENT

The Service level objectives for the project are as follows and this shall be the part of the contract.

- a. Timeliness of the following activities: Planning, Designing, Implementation of customised software, Beta Testing, Go-Live, Training and other essential activities as mentioned by IIA.
- b. Completion of the overall Architecture and Design for the core and other modules
- c. Successful delivery of Conference Room Pilot (CRP) Demos of the core and other modules
- d. Successful completion of Cross functional integration test, load and stress test, and subsequent release of beta version Go-Live to all the users of IIA
- e. Commissioning of stable version Go-Live at the institute level with the User Acceptance Test (UAT).
- f. Quality of the proposed Application Software
- g. All the bugs of high and medium category shall be closed before the deployment.
- h. Compliance to the technical requirements and the features detailed in the Functional Requirement Specifications (FRS) of this RFP. These are mentioned in the Volume-II document.
- i. Service level for initial response and resolution of issues
- j. Project timelines as per the agreed timelines
- k. Resource availability as planned and committed for project execution

Note: The above activities shall be mentioned in the Project plan

2.25.2 AVAILABILITY PERFORMANCE STANDARD

| Components | Availability/ Uptime |
|---|-------------------------|
| Availability (Uptime) of Proposed Solution in the production system and all associated software components installed by the Implementing Agency (IA). Note: Uptime will be calculated on a basis of 24*365 hours availability of the system each quarter. | >=99.5% |

2.25.3 LIQUIDATED DAMAGE STRUCTURE

- a. The penalty structure is defined in the following Table 2.1.

| Table 2.1: LIQUIDATED DAMAGES PENALTY STRUCTURE | | |
|---|--------|---------|
| Service Target | Target | Penalty |

| | | |
|--|--|--|
| Delay in the completion of Cross functional integration test, load and stress test, and subsequent release of beta version Go-Live to all the users of IIA | 9 Months for the core and other modules. | Penalty of 2% of the Total Contract Value per month or part thereof, capped at 10% of Total Contract Value. Any penalty beyond 10% of Total Contract Value shall/ may lead to termination of the contract. |
| Delay in the commissioning of Stable version Go-Live at the Institute level with the User Acceptance Test (UAT) | 18 Months | |

- b. In addition to penalties stated above, IIA reserves the right to recover cost of investment for delay in implementation. Delays arising due to causes not attributable to the Implementing Agency will not attract penalties.

2.25.4 SERVICE LEVELS FOR WARRANTY SUPPORT AND APPLICATION MAINTENANCE & ENHANCEMENT SERVICES (AMES)

- a. Penalties for various items related to the warranty support and AMES are listed in Table 2.2.

| Table 2.2: PENALTY REGARDING SERVICE LEVELS DURING WARRANTY OR APPLICATION MAINTENANCE SUPPORT | | | | |
|---|----------------------|---|----------------------------|--|
| Severity Levels | Severity Type | Service target | Resolution Duration | Penalty |
| Usage Standstill | Critical | 1. An application is unavailable and blocks the execution of the primary Institute process. A workaround is not possible. | 0-8 Hrs. | 0.5% of Monthly Charges of Warranty or AMES Charges |
| | | 2. Operations-critical parts of an application are not available. A workaround is not possible. | | |
| | | 3. Operations critical Functions cannot be executed. A workaround is not possible. | | |
| Performance Degradation / Partial Impact | High | 1. Important functions perform with response times that deviate significantly from the agreement. | 0-48 Hrs. | 0.25% of Monthly Charges of Warranty or AMES Charges |
| | | 2. The user is able to work but is unable to achieve a normal productivity level due to the problem. | | |

| | | | | |
|----------------------------|--------|--|-----------------------------------|--|
| | | 3. Partial unavailability of System or components. | | |
| Regular, Default Category | Medium | 1. A non-critical part of an application is unavailable. A workaround is not possible but the user is able to achieve a normal productivity level. | 0-72 Hrs. | 0.1% of Monthly Charges of Warranty or AMES Charges |
| | | 2. The problem has few consequences for the user and a workaround is possible. | | |
| | | 3. The majority of the functions operate normally | | |
| No Immediate Impact to IIA | Low | 1. The problem has few consequences for the user and there is a workaround. | As Agreed mutually for each case. | 0.05% of Monthly Charges of Warranty or AMES Charges |
| | | 2. The application or its parts are used by a very few users & the unavailability has affected the Institute. | | |

b. Non-adherence to the Service Levels above on account of causes not attributable to the Successful Bidder will not attract penalties. In addition to penalties stated above, IIA reserves the right to recover cost of investment for delay in implementation. Any System Unavailability on account of planned downtime shall be excluded from the definition of breach of Service Level Agreement.

c. A three-monthly performance evaluation will be conducted using the three monthly reporting periods of that period. The framework for penalties, as a result of not meeting the Service Level Targets is as follows.

(i) The performance will be measured for each of the defined service level metrics against the minimum / target service level requirements and the violations will be calculated accordingly.

(ii) The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of penalties.

2.26 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

2.26.1 IIA shall compare all substantially responsive bids to determine the lowest evaluated bid as per the QCBS process defined in this RFP. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly preference will be given to the Make in India products while evaluating the bids. However, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.



2.26.2 As per the above order and its subsequent amendments “Local Content” means the amount of value added in India which shall be value of the item procured (excluding net domestic in direct taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in the following categories.

- a. Class-I local Supplier – has local content equal to more than 50%
- b. Class-II local Supplier – has local content more than 20% but less than 50%

2.26.3 **Verification of Local Content:** The Class-I Local Supplier / Class-II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide **self-certification as per Annexure XIV** that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified. In case of procurement in excess of Rs.10 crores, the suppliers shall be required to provide the certificate from the Statutory auditor or cost auditor of the company giving the percentage of local content.

2.26.4 The bidders can be debarred for a period up to two years as per Rule 151(iii) of GFR 2017, in case of false declaration.

~End of Chapter 2~

CHAPTER-3: PAYMENT TERMS & SCHEDULE

All payments will be cleared only on submission of Tax Invoice from the Successful Bidder either Ink-signed original or Digitally Signed. The payments would be as per the schedule given in Table

| Table 3.1: PAYMENT TERMS AND SCHEDULE | | |
|--|--|--|
| Milestone Number | Payment Milestones | % Payment of Sub-total for Services Provided |
| SOFTWARE LICENSING & APPLICATION SOFTWARE IMPLEMENTATION | | |
| M1 | Delivery (Licensing) of Application Software & any other 3 rd party License required for implementation of Software in IIA. | 30% of Total Price captured for line item A, as per breakdown defined in this RFP – Annexure XI] at the time of delivery of licenses. |
| M2 | At the time of issue of Provisional Acceptance Certificate for Procurement Module as per the scope of this RFP. | 25% of Total Price captured for line item A, as per breakdown defined in this RFP – Annexure XI] at the time of successful implementation. |
| M3 | At the time of issue of Provisional Acceptance Certificate for Inventory Management Module as per the scope of this RFP. | 25% of Total Price captured for line item A, as per breakdown defined in this RFP – Annexure XI] at the time of successful implementation. |
| M4 | At the time of issue of Final Acceptance Certificate | 20% of Total Price captured for line item A, as per breakdown defined in this RFP – Annexure XI] at the time of successful acceptance. |
| ANNUAL MAINTENANCE & ENHANCEMENT SERVICES & SOFTWARE LICENSES RENEWAL | | |
| M5 | Subject to placement of AMES WORK ORDER, Half-Yearly payment in advance on receipt of invoice. | Maintenance Support fee applicable per half yearly in advance [i.e. Derived from 5-years price captured for line item B in the Financial Bid, as per format defined in this RFP – Annexure XI] adjusted for applicable penalties defined in this RFP. |
| CHANGE REQUEST– DEVELOPMENT CHANGES DURING AMES PERIOD (IF ANY) | | |
| M6 | Change Request - Completion of development changes requests scheduled for the period. | Half yearly payment to cover for Change requests completed in the half year as per IIA, Bangalore sign-off. Note: This payment will be cleared only on submission of IIA's approval for any Change Request that leads to additional costs other than AMES charges. |

Note: The timelines for completion of Core and other Modules is 09 Months from the date of signing of agreement between Successful Bidder and IIA.

~End of Chapter 3~

-END OF THE VOLUME – I –



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VOLUME - II

Technical & Functional Requirements and Scope of Work

CHAPTER I: TECHNICAL REQUIREMENTS & SCOPE OF WORK

The broad Technical requirements are as mentioned below but not limited to the following:

1.1 GENERAL REQUIREMENT

The design should support cross browser rendering across all prominent operating systems as well as platforms such as desktops, laptops, and mobile devices. Users can open on any Smartphone, Tablet, iPhone, and all other capable phones & mobile devices with the gadget compatibility like windows/ios/android/etc. Interactive CMS and dashboard wherein required. Reports for all modules (Excel/ PDF). Security audit certification (by CERT-In empanelled agency) and SSL certified. All the server/VMs, hosting the public facing portals should be periodically assessed for vulnerabilities and they must be patched periodically as per the Guidelines for Indian Government websites and should be bilingual. Software and modules to be upgradable and has 2-tier access authentication. FAQ and SOP manuals (document and video).

Note:- The above mentioned general requirements are broad in nature and not limited to that mentioned above. Bidders are encouraged to perform a due-diligence exercise during the bid process, by visiting the IIA, Bangalore Campus to understand the requirements in detail.

1.2 SOFTWARE LICENSES

The Bidder should provide requisite licenses for all the system software required for Application Software including, but not limited to, Operating System, Enterprise class Database Software, Clustering and High Availability Software as applicable for VMs (if required), Compilers, Document management OS hardening and verification tool and all other required software and or applications etc. with unlimited usage.

1.3 APPLICATION SOFTWARE IMPLEMENTATION

The bidder shall be responsible for go-live / realisation of the end- to-end Application Software as per the functional and technical requirements defined in this Application Software document, including the following key activities:

- (a) Project Initiation
- (b) Business Blueprinting
- (c) Technical Solution Design
- (d) System Development
- (e) Testing
- (f) Data Migration
- (g) Trainings and Change Management
- (h) Cutover and Go-Live
- (i) Post Go-Live Stabilization support

1.4 OPERATIONS AND MAINTENANCE

Post warranty period, on placement of order (at IIA's discretion), for AMES by IIA, the bidder



is required to provide the following as part of Operations and Maintenance:

1.4.1 Maintenance support for the entire Application Software, including software components, for a duration of 5 years from the date of completion of warranty period.

1.4.2 Implementation of Development change requests as per the effort defined in this RFP document.

1.4.3 Annual Maintenance Contract: The bidder shall provide Annual Maintenance Contract (AMES) for the software components proposed as part of the Application Software, for a duration of 5 years from the date of completion of warranty period.

1.5 PROJECT MANAGEMENT

1.5.1 The bidder shall be responsible for the project planning, resource management, execution, monitoring and status reporting throughout the duration of the contract, for the overall Application Software implementation and support.

1.5.2 The bidder shall prepare an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed as part of the project.

1.5.3 The roles and responsibilities for the project team alongwith support arrangements that are expected from IIA need to be jointly arrived at and have to be signed off between the bidder and IIA.

1.5.4 The successful bidder needs to prepare and submit an Inception Report, which will serve as the foundation document for all activities related to the project. Additionally, the Inception report must cover the risks the bidder anticipates and the plans they propose towards mitigating those risks. For the purpose of Inception Report, the bidder will carry out all necessary site surveys as per agreed to plan to understand the specific requirements of the concerned offices/ divisions at IIA, Bangalore. The successful bidder shall also check the IT, electrical cabling, and other Networking infrastructure requirements/ availability, in the concerned Offices/Field Stations of IIA. The acceptance of the Inception Report by the nominated officer at IIA is necessary before proceeding to the next stage of the project.

1.5.5 Since the continuity of the key members of the project team is essential for the success of the project, IIA shall expect the Bidder to follow a diligent process for ensuring this. The following persons will be considered as key members of the project team during implementation:

- (a) Project Manager
- (b) Functional consultant for e-procurement with experience in public procurement
- (c) Functional Consultant for Financial Management/Accounting/Costing
- (d) Functional Consultant for Stores & Procurement management.
- (e) Technical consultant for system deployment, commissioning, testing, development/customization

1.5.6 IIA would like to identify those persons whose profiles as listed above will be the basis for the evaluation of the competence of Bidder(s) to carry out the implementation of the Project at IIA as the “Key personnel”. It is the responsibility of Bidder(s) to deploy these resources either on a full time or part time basis for the activities they have been proposed to be deployed during the entire duration of the Project as per the response to the RFP submitted by Bidder(s). The team will be on board only after IIA accepts the profiles proposed by Bidder(s).

1.5.7 In the event that IIA identifies any personnel of Successful Bidder as “Key Personnel”, then that Bidder shall not remove or replace such personnel without the prior written consent of IIA, unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

1.5.8 Under any circumstances when the Key Personnel are to be replaced or removed, Successful Bidder shall put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by IIA or its authorised representative. IIA or its authorised representative will have the right to accept or reject these substitute profiles.

1.5.9 In the event that any Key Personnel is to be replaced for reasons not attributed to IIA the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 7 Working Days from the date of exit of such personnel. If replacements do not take as stipulated here, IIA will have the option to penalise the Successful Bidder for bad delivery and material breach.

1.5.10 At the project preparation stage, the Successful Bidder will share the profiles of the key personnel with IIA and these key profiles should meet the specifications highlighted in the RFP as well as the proposal submitted by the bidder. The replacement will be on board only after IIA accepts the replacement.

1.5.11 The Successful Bidder shall form a project team comprising the following minimum key personnel and it should be submitted in the bid proposal:

- (a) Project Director
- (b) Project Managers
- (c) Senior Associates
- (d) Full Stack Developers
- (e) Quality Assurance (QA) and Business Analyst (BA) specialists
- (f) Technical Team members
- (g) Functional Team members
- (h) Help Desk and other personnel (as required)



1.6 SOLUTION ASSURANCE BY QUALITY REVIEW GROUP

The Application Software implementation at IIA is to be monitored by a Quality Review Group for ensuring smooth and timely implementation as per IIA requirement. The Bidder shall provide details of the Quality Assurance Plan envisaged for implementation of the proposed Application Software in the project plan.

1.7 OVERVIEW TRAINING

Successful Bidder will provide an Application Software product overview training to IIA key stakeholders such as Sr. Management, Project Manager, Functional Teams, and IT Team as per the RFP, to familiarise them on product modules, functionalities, nomenclature, etc. The exact schedule of such training shall be decided by IIA in consultation with the selected Bidder based on the plan submitted by the selected Bidder.

~End of Chapter 1~

CHAPTER 2: TECHNICAL SCOPE FOR APPLICATION SOFTWARE

2.1 INTRODUCTION

Bidders shall propose an Application Software that has a certain set of key technical features and adhere to critical technical requirements of IIA, Bangalore in context of compatibility to existing IT ecosystem as well as future technology vision and roadmap.

2.2 KEY TECHNICAL FEATURES

Bidders are required to propose an Application Software that should provide the following key technical features:

2.2.1 The Application Software should be based on an open architecture.

2.2.2 The Application Software should be vertically and horizontally scalable to handle increased load without requiring redesign.

2.2.3 The Application Software should be natively built based on a 64-bit operating system and shall support 64-bit CPU architectures.

2.2.4 The Application Software (including Portal) offered shall be Unicode Compliant.

2.2.5 Application Software proposed shall be IPv6 compliant.

2.2.6 The Document Management functionalities should be an integral part of Application Software from compatibility perspective, to enable seamless end user experience around document management.

2.2.7 The Integrated should be capable of initiating the audit (both internal and statutory) through the system.

2.2.8 Provide the ability to define an access category relating to groups of users (e.g., members of a department or management class).

2.2.9 System to provide reports to monitor assigned user access privileges at a granular (transaction and functionality) level.

2.2.10 The system should be compliant to CERT-In, Ministry of Electronics and Information Technology Guidelines for Web/ Application/ Network Security. It should provide login, both by user and by terminal. The System should provide the date and time of all transactions with details of creation, read, update, delete or print. Access should be restricted at different levels of data file, program, module, screen, record, field database table, row or column.



2.2.11 The should support a loose integration interface using open industry standards. The application should be able to interface with applications to be procured later using Web Service interface.

2.2.12 Proposed must be platform independent.

2.2.13 Programming and Database: To be proposed up-to-date and widely used technology and platforms.

2.2.14 The proposed application software should support Cloud hosting and should be capable of being hosted in hybrid mode, if required in future.

2.2.15 Hosting will be in On-Premise Hardware, with appropriate mirroring/data synchronization strategy.

2.2.16 Suitable Disaster Recovery mechanism to be proposed.

2.2.17 Appropriate software level multi-tier security must be incorporated.

2.2.18 Should have a suitable and appropriate Backup plan/ Backup solution.

2.2.19 Should propose necessary hardware to implement backup of the database.

2.2.20 Should be able to expand the Integrated Application Software System to Administrative & Finance Modules, if required by IIA in any later stage (post Contract period).

2.3 IMPLEMENTATION APPROACH

The Application Software implementation at IIA, Bangalore is to be carried out in a single-phase approach to cover the requirements of all business functions and divisions defined in this RFP. This approach would involve implementation of Application Software across all applicable business functions and locations for Application Software systems in the same phase. The existing applications may either retire (functionality being merged in Application Software) or retained with or without interfaces with Application Software after data migration.

2.4 TIMELINES OF APPLICATION SOFTWARE IMPLEMENTATION

2.4.1 The proposed timeline for the Application Software implementation is 6 months from the date of signing of contract agreement by the successful bidder and IIA, Bangalore till the Go-live. This would be followed by a Post Go-Live Stabilization Support for 3 months and followed by one (01) year of warranty period which will start after the completion of stabilisation period (From the date of issue of FAC). Also, additional period of five (05) years for Maintenance support after the completion of warranty period. On placement of respective Orders for the same.

2.4.2 The Bidder is expected to provide details of end-to-end project plan, milestones, resource loading plan, etc. with timelines. The project commences from the day the contract is signed by both



the parties on mutually accepted terms and conditions.

2.5 MODULES FOR FUNCTIONAL IMPLEMENTATION

These are only functional modules visualised from the perspective of meeting the objectives. Any other module required as part of the whole system is automatically considered as part of the job and does not warrant any extra commitment and provision of funds. Such modules are considered as part of the design, development and implementation of the whole software. Detailed Module requirement is as per Scope of Work mentioned in Chapter- 3 of Volume-II.

- (a) Stores and Purchase Management
- (b) Inventory and Asset management

2.6 SCHEDULE OF REQUIREMENTS

2.6.1 Briefly, the agency shall perform following steps, and shall deliver software components, along with all dependencies, and documents, for/to IIA, Bangalore in regard to the implementation of institute Management Application Software :

- a) System and Process study and Gap Analysis.
- b) Development of prototype
- c) System Design, Development
- d) Implementations
- e) Integrations and Data migration
- f) Installation in Local infrastructure.
- g) Quality Assurance and debugging
- h) Concurrent and real-time-real-situation runs
- i) Manuals for Users, Developers & Training and Entity Relationship (ER) diagram.
- j) Handover of ownership with details
- k) System Requirement Specifications (SRS)

2.6.2 On-site rectification and maintenance support for five years after warranty period.

2.7 CHANGE MANAGEMENT

2.7.1 The bidder would be required to set up Application Software Change Management helpdesk



during the course of the Project Implementation for answering routine queries pertaining to Application Software implementation project and providing Application Software Change Management workshops, for IIA, Bangalore users.

2.7.2 The Bidder's response to this bid document must provide details of the Application Software Change Management helpdesk, communication model and approach, and proposed team composition.

2.7.3 The team must be headed by an Application Software Change Management consultant/Training Manager, as specified in team profile requirements in this RFP.

2.8 IIA RESPONSIBILITY FOR DATA MIGRATION

IIA shall provide the required information about the existing database and shall provide the legacy data in the form it is available in IIA. IIA shall cleanse, rationalise and validate the data with Bidders assistance for migration. Data Entry, if required, shall be the IIA's responsibility and the same shall be done with the Bidder's guidance and assistance using the data entry programs/ applications / tools developed and deployed by the selected bidder.

2.9 DATA MAPPING AND CLEANSING

2.9.1 It is assumed that there would be a significant difference between existing database table structures and database table structures of the Application Software supplied by the successful bidder. There must be mapping done between existing tables and proposed tables and data to be made compatible for migration into new tables. A comprehensive data mapping exercise must be undertaken by the bidder before embarking on data migration.

2.9.2 In the event of any gaps in data migration, the bidder shall discuss with IIA in finding the best solution. The bidder's responsibility shall be to ensure that data migration is complete in all aspects, within time so that the requirements of the implementation are fulfilled.

2.10 REQUIREMENT OF DATA MIGRATION

2.10.1 The successful bidder shall formulate the "Data Migration Strategy Document" which will also include a quality assurance mechanism. This will be reviewed and signed-off by IIA Project Manager prior to commencement of the data migration.

2.10.2 All the legacy data will need to be migrated as per the requirements.

2.10.3 The successful bidder shall convey to IIA in advance all the mandatory data fields required for functioning of the proposed solution and which are not available in the legacy systems/ spreadsheets that are required to be obtained by IIA.

2.10.4 The successful bidder shall develop data entry programs / applications or deploy any data migration tools that may be required for the purpose of data migration in order to capture data available with/ obtained from IIA in non-electronic format.



2.10.5 IIA and the bidder shall mutually conduct the acceptance testing and verify the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

2.11 OTHER ACTIVITIES TO BE COMPLETED BEFORE GO-LIVE

2.11.1 Authorization Matrix / User Roles & Responsibilities is to be completed, got approved from Director, IIA and to be configured in the solution.

2.11.2 Ensure all training has been conducted satisfactorily (Functional and Technical Training).

2.11.3 Entire Application Software is tested and verified. There should not be any pending issues or requirements (both functional & technical)

2.11.4 Complete IT and non-IT infrastructure are to be tested to ensure that the Application Software is working seamlessly across all locations and there are no issues pending.

2.11.5 Review the usage and performance of the Application Software till it stabilises.

2.11.6 Documentation of the issues/ problems that come up and solutions thereof.

2.11.7 Final configuration/integration and testing.

2.11.8 Check the completion of the Data Migration and obtain sign off from IIA.

2.11.9 All user manuals are to be completed and approved from IIA.

2.11.10 System configuration and other documents as mentioned in this RFP are to be completed and approved from IIA.

2.11.11 All the software codes and relevant requirements as per RFP are verified and handed over to IIA Project manager.

2.11.12 Successful Bidder shall submit standard parameters for auditing and quality control of the Application Software and demonstrate their effectiveness to the Quality Review Group.

2.11.13 Third Party Audit: IIA may, at its own cost, decide to conduct a third-party audit of the implemented Application Software including any third-party audit w.r.t security as per the guidelines of Central Government of India. The bidder will have to make necessary changes in the configuration and/or solution as per the recommendations of the third-party auditor/ IIA without any additional cost to the IIA.

2.12 POST GO-LIVE STABILISATION SUPPORT

The post go-live stabilisation support provided by the bidder would cover the following:



- 2.12.1 The bidder shall provide post go-live stabilisation support, as a part of this project, by deploying the same technical & functional consultants at site for full three months / one financial quarter after Go-Live, as were involved during the implementation.
- 2.12.2 The cost of this shall be borne by the bidder.
- 2.12.3 During the Stabilisation period the bidder would help IIA, Bangalore users to correct any troubleshooting while doing transactions or generating reports.
- 2.12.4 The bidder will update the user manuals and configuration manuals if required.
- 2.12.5 Any required configuration and/or customization required during this phase would be done by bidder without any additional cost to IIA, Bangalore.
- 2.12.6 Bidder shall maintain sufficient team size to support seamless operations and maintain the SLAs proposed in this tender document

2.13 SYSTEM AND SOLUTION DOCUMENTATION

The bidder will provide detailed final system documentation for the reference of IIA, Bangalore. Two sets of hard copies of all documentations along with the soft version shall be supplied by the bidder and shall include but not limited to the following:

- 2.13.1 All Application Software components and associated third party software product related documents and warranty certificates.
- 2.13.2 Configuration document consisting of system setting and parameters for each functional module
- 2.13.3 Standard Operational Procedure (SOP) manuals
- 2.13.4 Documents related to data structures/tables & Entity Relationship (ER) Diagram.
- 2.13.5 On-line help manuals
- 2.13.6 Technical manuals
- 2.13.7 Installation guides
- 2.13.8 System administration and Operations & Maintenance manuals
- 2.13.9 Toolkit guides and troubleshooting guides
- 2.13.10 User manuals including system instructions and use cases, how to run a program to perform specific tasks in the system with sample reports, screen formats etc.



2.13.11 Program flow and descriptions

2.13.12 Training manuals

2.13.13 Any other documentation required for usage of the implemented solution by the bidder.

2.13.14 All documents mentioned above as well as any other standard documentation for the product will be supplied as part of this contract.

2.14 SYSTEM PERFORMANCE GUARANTEE

2.14.1 Performance guarantees shall be provided by the bidder for the solution capabilities of Application Software and modules supplied and implemented.

2.14.2 The bidder is required to advise IIA, Bangalore on an appropriate systems environment upgrade during the post-implementation period of Application Software implementation.

2.14.3 IIA, Bangalore requires the Bidder to ensure that all the agreed performance criteria such as response time, concurrent users etc. are met during implementation, Go-Live, post Go-Live stabilisation period and post- implementation support period.

2.14.4 IIA, Bangalore requires adherence to claims by the Bidder and Application Software product OEM about the solution, Application Software product capabilities as well as high availability and reliability.

2.15 SYSTEM PERFORMANCE REQUIREMENTS

2.15.1 PERFORMANCE CRITERIA

The bidder would be required to perform monitoring tests to measure performance times during peak load using load monitoring tools. The measured metrics shall be as follows:

| TABLE 2.1 RESPONSE TIME PERFORMANCE CRITERIA | |
|--|-----------------------|
| Measurement | Response Time |
| End to End response time (End User to Core Application and back) | For LAN Users < 1 sec |
| Time for Report Generation: | |
| Simple Report | < 5 sec (Simple) |
| Medium Complexity report | < 30 sec (Medium) |
| High Complexity report | < 1 min (High) |

2.16 OPERATIONS AND MAINTENANCE

| TABLE 2.2: OPERATION & MAINTENANCE DURATION SCHEDULE | |
|---|--|
| Description | Duration |
| Warranty Period of Application Software Solution | 1(One) Year after Go-Live stabilisation period and shall include Development Change Requests to allow enhancements (based on the capacity / effort estimates required and captured as part of this RFP). |
| Maintenance Support for Application Software start from the end date of warranty period | 5 (Five) years (Subject to extension based on the satisfactory services rendered.) |
| Development Change requests to allow enhancements to Application Software as requested by IIA, Bangalore start from the end date of warranty period | 5 (Five) years (based on the capacity / effort estimates required and captured as part of this RFP), subject to extension on the satisfactory services rendered. |

2.16.1 The operation & maintenance period shall commence after the end of warranty period.

2.16.2 During the period of warranty, bidder shall remain responsible to arrange replacement and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the IIA, Bangalore's Authority in this regard to direct the Successful Bidder to attend any damage or defect in work shall be final and binding on the Successful Bidder.

2.16.3 Bidder agrees that if equipment is required to be taken outside IIA, Bangalore premises for repair or replacement, suitable spares would be provided, and the cost of transportation and other expenses will be borne by the Bidder.

2.17 MAINTENANCE SUPPORT

2.17.1 Application Software Operation and Support: The bidder will provide the Operations and Support Team for Maintenance support phase, for supporting the Application Software. Bidder should propose appropriate manpower to cover L1, L2 and L3 activities. The support (L1, L2, and L3) shall include technical expertise, process implementation, policies compliance, governance and reporting.

2.17.2 The Bidder Support Team shall provide below mentioned services:

- (a) An online helpdesk to support and facilitate resolution of Incidents and Problems during the warranty period.
- (b) The bidder shall provide and implement updates & patches of the Application Software and tools to IIA, Bangalore as and when released by OEM without any additional cost.
- (c) The nature of support would be 24 x 7. The normal technical support hours would be 9:00AM to 5:30PM from Monday to Friday every week (Excluding Government Holidays). However, after that time and on Sundays (24 x 7), the nature of Support would be on On-Call basis only for critical high priority incidents.
- (d) The functional/ technical support shall be provided by trained and experienced functional and technical experts appointed by the bidder. Each member of the functional and technical support team must have a minimum total working experience of 2 years in the relevant field.
- (e) Any change in resource should be intimated at least 2 weeks in advance. IIA, Bangalore would conduct a formal interview before deployment of on-site resources.
- (f) The following ticket logging mechanisms need to be provisioned by Bidder for the Service Desk:
 - (i) Phone Calls
 - (ii) E-Mail and
 - (iii) Self-Help web-based tool
- (g) Categorization, Response and Resolution timelines

TABLE 2.3 CATEGORIZATION OF INCIDENTS

| Level | Criteria | Expected Response and Resolution time |
|-----------------|--|---|
| Critical | Complete system Crash (OR); | <ul style="list-style-type: none"> ❖ Response Time: During business hours – Within 30 minutes. ❖ Resolution Time: During business hour-Within 4 Hours |
| | Any incident due to which 50 or more users cannot access the Application software, data and hardware components that are part of proposed Application Software. | <ul style="list-style-type: none"> ❖ Response Time: Non - business hours - Within 1 hours or (earlier as per business hours if business hours begin) ❖ Resolution Time: During Non-business hour 8 hours (earlier as per business hours if business hours begin) |
| Major | System disruption in part/s of the System- Directly impacting revenue processes with no workaround (OR); Any incident due to which 10 to 25 users cannot access the Application software, data and hardware components that are part of the proposed Application Software. OR; | <ul style="list-style-type: none"> ❖ Response Time: During business hours – Within 60 minutes. ❖ Resolution Time: During business hour –within 1 day ❖ Response Time: During Non-business hours - Within 1 hours or (earlier as per business hours if business hours begin) ❖ Resolution time: During non-business hour – within 2 days (earlier as per business hours if business hours begin) |
| Minor | System disruption in a part of the system. Not impacting revenue processes but causing operational inefficiency with no work-around (OR); Any problem due to which 1 to 9 users cannot access the Application software, data and hardware components that are part of proposed Application Software | <ul style="list-style-type: none"> ❖ Response Time: During business hours -Within 4 hours. ❖ Resolution Time: During business hours –within 3 days. ❖ Not supported during non-business hours |

Table 2.4 CATEGORIZATION OF CONFIGURATION CHANGES

| Level | Criteria | Expected Response and Resolution time |
|-----------------|--|--|
| Critical | <p>Configuration changes which are critical to day to day working and require immediate change. Below mentioned are examples of configuration change at critical level</p> <ul style="list-style-type: none"> ❖ Addition or deletion of an authority level. ❖ Changes in Tax slabs etc. ❖ Change in tariff policy ❖ Change in SOP with critical effect. ❖ Generation of simple reports from masters | <ul style="list-style-type: none"> ❖ Response Time: 4 hours ❖ Resolution Time: Bidder should implement configuration change within 2 days from date of IIA, Bangalore approval |
| Major | <p>Configuration changes which are major but not critical to day to day working and require immediate change. Below mentioned are examples of configuration change at major level</p> <ul style="list-style-type: none"> ❖ Change in SOP with major effect. ❖ Joining a new employee etc. | <ul style="list-style-type: none"> ❖ Response Time: 8 hours ❖ Resolution Time: Bidder should implement configuration change after successful testing within 4 days from date of IIA, Bangalore approval. |
| Minor | <p>Configuration changes other than critical and major for day to day working. Below mentioned are examples of configuration change to minor level</p> <ul style="list-style-type: none"> ❖ Change in process (addition or deletion) etc. | <ul style="list-style-type: none"> ❖ Response Time: 8 hours ❖ Resolution Time: Bidder should implement configuration change after successful testing within 8 days from date of IIA, Bangalore's approval. |

2.18 DEVELOPMENT CHANGE REQUESTS

2.18.1 After the stabilisation period till the end of warranty period there may be requirement of developmental changes in Application Software as per requirement of the institute. Bidder also has to quote man hours' charges for five years of support which will start after the stabilisation period and this will not contain bug fix and update release. Bug fix and update release should be reported



and handled by Bidder at no additional cost. Expected number of man hours which will be required to complete the development activities during each year of support is given below. The number of man hours given below is approximate and can increase or decrease based on the requirement. The payment of Change request will be after the request has been generated by the IIA, Bangalore team.

2.18.2 Expected during the Warranty Period and subsequent 5 years of maintenance support is **800 man hours per year**.

2.18.3 Scope of work for development change support must be out of scope of usual support activities and should have prior approval from IIA, Bangalore.

2.18.4 Development work would include change request, customization to existing reports or forms, changes to workflow, and new report development. This would also include any future integration effort with existing or new applications.

2.18.5 The procedure for approval of development cost would be followed as mentioned below: -

- a. IIA, Bangalore would intimate the requirement via email, letter to Bidder's team.
- b. Bidder's team will raise the Change request.
- c. Discussions may happen between IIA, Bangalore and Bidder in understanding the requirements. Then Bidder would be required to submit the effort estimations required to meet the requirements.
- d. IIA, Bangalore team would jointly verify the effort estimations, Bidder may be asked for the presentation for justifying the effort estimations submitted, if required.
- e. After obtaining the approval from the competent authority, the Bidder team will be communicated through an approval letter. IIA, Bangalore may reject the effort estimations and Bidder may be asked for new effort estimations if rejected.
- f. The approved effort estimations would be deducted from total man hours (capped at 800 man hours per year) after the completion of the work.

2.19 SOLUTION ARCHITECTURE

2.19.1 Backup Solution (Backup Server) would be a key system to ensure Data Security, Continuity and Availability for the overall solution and it should be implemented in High Availability mode with load balancing function. Backup Server should be implemented using redundancy.

2.19.2 It is expected from the selected Bidder to come up with a detailed solution proposal in the Solution Design Document and ensure data security during implementation of the complete



solution.

2.19.3 The minimum indicative list of requirements, including but not limited to the following:

- a. **Application server**: The solution should be provided in High Availability (HA) mode with load balancing (LB) feature. (This would require 2 similar hardware and a mirror copy of the application and database). The solution should be in Master-Master mode.
- b. **Backup Server**: This would require a separate hardware from Main Server which will be a simple backup solution. It can be a simple NAS or SAN based solution depending on the volume of data, speed and frequency of the backup required. It should have features to reduce storage space required for data archival (compression of data before storing or features like snapshot), encryption of data for confidentiality and decryption before restoration).
- c. **Logging server**: This is again a separate hardware from #1 as it requires to ensure that logs will not be tampered in any case, even by the system administrator level of users.

2.19.4 Following are the minimum indicative list of tasks, including but not limited to, required to be carried out by the selected Bidder:

- a. Type of backup and Backup Schedules should be carefully planned by the selected Bidder, should be approved from IIA and should be configured in Backup solution to automate the data backup process.
- b. Bidder should ensure that the archived data should be encrypted using industry leading encryption methods. Providing proper and safe management of Encryption keys would be the responsibility of the selected Bidder.
- c. Bidder should configure the system to optimally utilise the space. Whenever feasible, data compression methods should be utilised to use space optimally, though IIA should be appraised without fail on restoration time that would be needed in case compression is used.
- d. The Backup solution should be configured in an additional hardware which has a mirror copy of the application and data and which will be made up as and when the primary system or server is completely down.

2.19.5 For any such requirement as mentioned above, IIA may decide to use the existing capacity or to upgrade the hardware as per scalability feature available in the equipment. Selected Bidder need to configure system or equipment as per requirement of IIA without any additional cost to IIA.

2.19.6 All the logs generated shall be categorised in different categories such as Audit Logs, Security Logs, System Logs, Debugging Logs, etc. The selected Bidder shall provide its recommendation on the retention period of these logs and the shall be approved from IIA.

2.19.7 The server should be configured and enabled to ensure that logs will not be tampered



in any case, even by the system administrator level of users.

2.19.8 Server should be configured to store logs in a structured manner to ensure fast and easy log search.

2.20 OVERALL SECURITY, CONFIDENTIALITY AND PERFORMANCE

2.20.1 The overall solution must be designed to cover the following objectives:

- a. **Confidentiality:** Information within the solution should be confidential.
- b. **Integrity:** Information within the solution should be in its original or expected form.
- c. **Availability:** Information within the solution should be accessible to the authorized and legitimate users of IIA.
- d. **Functionality:** The offered solution must meet all the IIA requirements mentioned in this RFP.
- e. **Ease of Use:** Every information system/ modules & sub-modules should be easy to use, and should require a minimum time to learn.
- f. **Scalability:** Bidder shall ensure that the offered solution can work smoothly in higher workloads when the number of users grow.
- g. **Compatibility:** Bidder shall ensure easy import / export features and integration with the other applications (e.g. Tally)
- h. **Security:** Bidder shall ensure the capability of the Application Software to prevent one unauthorised person from being able to reach information and data. Different types of users can be at different levels of access rights.

2.21 PROJECT DELIVERABLES & TIMELINES

2.21.1 The implementation of Application Software has to be completed within 09 months from the date of signing of contract.

2.21.2 The project will be planned in a single phase with various stages, which will be mutually decided between IIA and successful Bidder. Bidders are encouraged to propose the stages and deliverables for the sake of comprehensiveness based on their experience of delivering similar projects which can enhance the quality of work.

2.21.3 It is expected that the project will move from one stage to the next only when the deliverables of that stage are accepted and approved by IIA.

2.21.4 The submission of deliverable will be deemed complete after the submission of hard



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& soft copy of the deliverable and presentation by the bidder.

2.21.5 Bidders should note that all deliverables as part of Application Software implementation, as per the RFP and those necessary for the successful completion of the project needs to be provided, whether exclusively mentioned or not. If IIA requests for any other reasonable documents/ deliverables considering the project requirements, Bidder will have to provide the same.

~End of Chapter 2~

CHAPTER- III: DETAILED SCOPE OF WORK

3.0 SCOPE OF WORK FOR FUNCTIONAL MODULES

The scope of services for the Bidder is defined below in a broader sense and not limited to.

3.1 PROCUREMENT MODULE

3.1.1 Vendor Master:

- (a) Should have a Form to register vendors, by filling in details such as Vendor Name, Address, Email, Contact Number, Primary Business category, Account details, if registered in GeM/ CPPP etc., accessible to all users subject to approval by the Purchase Officer.
- (b) Unique code based on vendor category should be generated. And to be able to search/ filter on vendors based on the product category, purchase history etc.,
- (c) Provision to categorise vendors based on criteria such as – Indigenous/ Foreign, PSU/ Non- PSU, MSE, Proprietary etc.,
- (d) Provision to debar a vendor in the master, and update the reason for the same. And, to remove from the debarred list of vendors.

3.1.2 Material/ Job/ Works Master:

- (a) Should have a Form for creating material/ job/ works code by an end user, indicating 'Mode of procurement' with necessary Annexure to be filled in as per mode:
 - (i) Proprietary: Then select the vendor for Proprietary along with justifications.
 - (ii) Limited Preferred Vendor Tender: Choose a minimum of four vendors for sending out the tender enquiries and justification for choosing preferred vendors.
 - (iii) Open Tender
 - (iv) Brand Specific Open Tender
 - (v) Global Tender.
- (b) Should have the option to create material for goods (automatic generation of material code) based on categories such as Capital & Consumable and customizable sub-category such as Computer & Peripherals, Equipment, Furniture etc., in material master with UOM, end of life and book value.

- (c) Should have the option to create a job for service (automatic generation of job code) based on categories such as AMC, Repair, Consultancy, Rate Contract etc.,) in Job master with UOM, Value.
- (d) Should have the option to create works (automatic generation of works code) with customizable sub categories.
- (e) Should have provision to update depreciation rate for each material (categorised as Capital) based on the subcategory of the material.
- (f) Provision to update and identify if the material is indigenous or imported.
- (g) Provision to update minimum, maximum and re-order level for the material.
- (h) Search/ filter on materials based on material code/ category/ description of materials.
- (i) Maintain and track information regarding the condition of material such as good, obsolete, broken etc.,
- (j) Shall display storage location of the material – shelf, rack, zone, building etc.,
- (k) Shall allow you to upload images, drawings against each material code for identification.
- (l) Provision to update and track shelf life of perishable materials.

3.1.3 Indent Creation:

- (a) Should capture the contact details of the Indentor (to be reflected in every screen of the workflow from Indent Creation till Invoice Processing), need aspect details and provision for uploading Prior Approvals like Budget Provision, Recommendations by relevant authorities etc.
- (b) Should have option to create Indent by Indentor by choosing material/ job/ works and filling in following details in a form:
 - (i) Choosing Quantity, Consignee(s) (pre-defined customizable locations).
 - (ii) Update Budget Code.
 - (iii) Select Project Name, if it pertains to any project.
 - (iv) Provision to upload tender documents such as Technical specifications or GeM link, Scope of Work etc.
 - (v) If a pre-bid meeting is required for the tender, and the details such as date,



venue etc.

- (c) Upon choosing pre-approved material/ job/ works code, the corresponding mode of procurement details, value shall be auto populated from the master.
- (d) For Rate Contract indents, entering the estimated rate, period of contract and option to choose single or multiple jobs.
- (e) Notifications to each approving authority on receiving the indent in their approval queue.
- (f) Notifications to purchase dept. and end user once approved, along with auto generated unique indent number.
- (g) Functionality to assign the indent by Purchase Head to a particular employee in Purchase Dept. and the employee/ Indentor being notified after assigning of indent.
- (h) On selection of the Indent, the current approval status and Stage of the Indent (Tender Request / Tender Evaluation/ PO, Delivery, Invoice Process etc.).
- (i) All indents to be sent for approval as per the customizable (by IIA personnel) predefined approval workflow depending on Indent for, type, Project, Department, Value.
- (j) Based on the Material Master Wherever Proprietary or Brand Specific items are selected, the Indent Workflow should be routed to Competent Authority and Proprietary Article Certificate, Brand-PAC should be generated automatically.
- (k) Provision to hold the approval of an indent, if there are insufficient funds.
- (l) Should have provision to capture the status of Indent based on the corresponding entries generated against the indent, such as Tender Request, Tender Evaluation, PO/ SO/ WO.
- (m) Provision to re-submit the indent after changes and editing, if returned seeking information during the approval process. Notification to all the recommenders who have already approved the indent, regarding the information requested, and the changes made before re-submission by the indentor.
- (n) Auto-reminders to the respective approvers, if pending in their queue for more than 3 days.
- (o) Provision to capture the status of indent based on the corresponding entries generated against the indent, such as Tender Request, Tender Evaluation, PO/ SO/ WO.
- (p) Provision to view purchase history of a material/ Job chosen by the Indentor, while creating the indent. The history shall display details of corresponding previous orders issued,



along with vendor details.

(q) The upper price limit for sub-categories: Desktop and laptop shall be as per the predetermined amount, based on the department of the Indentor.

(r) Provision to update multiple UoM (Unit of Measurement) for materials while raising indent and releasing of PO.

(s) Maintain user defined/ standard templates for Expression of Interest (Eoi), Request for Proposal (RFP) etc.,

(t) Provision to collect requirements from various departments for commonly used and required materials.

(u) Provision to cancel the indent while the approval process is in progress. The indentor shall reach out to Purchase Dept. for cancellation of indent along with reason. Purchase Dept. shall update the status as 'Cancelled' in the application. The same shall be notified to all the recommenders who have already recommended the indent, with the reason for cancellation.

(v) Provision to close an approved indent by the Purchase Dept., based on the request received from the indentor. If the indent processing is in progress and the good/ service is no more required, then indentor requests Purchase Dept. for closing the indent. The Purchase Dept. shall close the indent along with reason for closure. Provision to also cancel the corresponding entries generated against this indent. The notification to all the recommenders and approver of the indent upon closure, and reason for closure.

(x) Notification to all the recommenders in the approval workflow, who have already approved the indent, regarding rejection by one of the recommenders.

3.1.4 Tender Request Creation:

(a) Should have the option to create Tender Request against an approved indent.

(b) The following Fields are to be populated in the Tender Request screen:

(i) Title of the Tender

(ii) Opening and Closing Date of Tender

(iii) Selection of mode of procurement (GeM, CPPP, Proprietary or Limited tender enquiry)

(iv) GeM: Provision to update details such as Direct Purchase up to Rs.25,000/-, Direct Purchase with comparison up to Rs.5 Lakhs, and GeM Bid. If chosen as GeM



Bid, provision to update the material category and auto send notification to all the GeM registered vendors in the master under that material category.

(v) CPPP: Provision to update CPPP Tender ID and Tender details such as Published Date, Last Date, Opening Date. Provision to update the material category for the tender and auto send notification to all the CPPP registered vendors in the master under that material category.

(vi) Type of Tender Enquiry: Proprietary & Limited Tender Enquiry.

(vii) Selection of Indent(s), along with the materials.

(viii) Updating Tender terms such as last date for submission, applicable taxes, consignee & billing address, Inco Terms, Payment Terms, LD Clause, applicable Performance & Warranty Security, Bid Security Declaration, MII Status Declaration.

(ix) Uploading of Tender documents such as RFP, Technical Specifications, Scope of Work etc., and automatically import these documents from indent.

(x) Provision to choose single or multiple vendors on the screen.

(c) Should have the option to auto-generate by default and upload General Terms and Conditions.

(d) Should have provision to choose/ upload Special Terms and conditions, specific to a tender.

(e) Notification to approving authority on receiving the same in their approval queue.

(f) Notification to the creator, end user on approval of tender request.

(g) On approval, there should be provision to send the PDF format of the Tender Request (in a prescribed format) to the selected vendors through IIA email, along with uploaded tender documents.

(h) Record and update pre-bid discussions held, during the pre-bid meetings, and arrive at necessary amendments to be made, for issuing corrigendum. Track the amendments in Tender Documents, and various versions.

(j) Provision to cancel the Tender Request, if the corresponding indent is closed.

3.1.5 Tender Evaluation:

(a) Mode of Procurement: The data relating to the mode of procurement shall be auto populated from the Tender Request screen.

(i) Proprietary: The vendor for proprietary chosen in the tender request to be auto

populated.

(ii) Limited Tender Enquiry: The vendors chosen while sending limited tender enquiry to be auto populated.

(iii) CPPP or GeM: CPPP Tender ID or GeM Bid ID with Tender details such as Published Date, Last Date, Opening Date.

(b) Provision to choose type of Bid: Single Bid or Two Bid system.

(c) If chosen as Single bid, then provision to upload techno-commercial offer(s) in spreadsheet format with bidders' names, quoted prices and other commercial terms such as delivery period, INCO term, payment term, warranty period, LD clause applicability, Performance & Warranty Security, Taxes & other applicable charges, EMD (if applicable), bid validity, Contract Period (if applicable). This data should be generated in tabular format on screen.

(d) Provision to generate Comparison Sheet for Proprietary and Limited Tender.

(e) Provision to upload Comparison Sheet for GeM Bids & CPP Tenders.

(f) If Indent value is less than Rs.5 Lakhs, then provision to notify Indentor after uploading the offers(s) along with comparative statement, by the Purchase Department.

(g) Upon reviewing the offers(s), the Indentor shall submit their response/recommendation as 'Qualified' or 'Not Qualified', along with reasons/ remarks for 'Not Qualified' bidders.

(h) Notification to Purchase Department on submission of response by Indentor, in order to propose PO/SO/ WO.

(i) Provision for Purchase Dept. to send back the evaluation to the Indentor for review, if any.

(j) If chosen as Two Bid System:

(i) Technical Bids:

(A) Provision to upload technical bids received for all modes of procurement (Proprietary, Limited Tender, Global, GeM and CPP), along with bidders' names in spreadsheet format. This data should be generated in tabular format on screen.

(B) Provision to generate Technical Compliance Sheet for Proprietary and Limited Tender.

(C) Provision to upload Technical Compliance and Comparison Sheet for GeM Bids and CPP Tenders in spreadsheet format. This data should be generated in tabular format on screen.

(D) If Indent value is less than Rs. 5 Lakhs, then provision to notify Indentor after uploading the technical offers(s) along with comparative statement, by the Purchase Department.

(E) Upon reviewing the technical offers (s), the Indentor shall submit their response/ recommendation as 'Qualified' or 'Not Qualified', along with reasons/ remarks for 'Not Qualified' bidders.

(F) Notification to Purchase Department on submission of response by Indentor, for opening of financial bids.

(G) Provision to upload financial bids of technically qualified bidders, and view the ranks (L1, L2 etc.,) and propose PO/ SO/ WO.

(H) Notify Indentor on submission of financial bids and proposal of PO/ SO/ WO.

(ii) Formation of Techno-Commercial Evaluation Committee:

(A) If Indent Value above Rs. 5 Lakhs, then provision to send request to the director, for formation of Techno-Commercial Committee. The details such as – Indentor, Indented materials, value, mode of procurement, participated bidder(s), technical bids, Technical Compliance and Comparison Sheet shall be visible and accessible by the Director for formation of Committee.

(B) Provision for the Director to nominate the members of the Committee along with a Chair, by choosing their names from the list of users, and assign the role of members (Chair & Member) accordingly.

(C) Once nominated by the Director, the committee members are to receive notification on formation of the committee by the Director. The members shall have access to view all the details of the technical bid – bidders' details, technical offer(s), Technical Compliance and Comparison Sheet etc.,

(iii) Technical Evaluation:

(A) Upon reviewing the technical offer(s), each committee member shall have provision to submit the response as 'Qualified' or 'Not Qualified', along with reasons/ remarks for 'Not Qualified' bidders.

(B) On submission of response from all the members, provision for the Chair to view the responses and submit their response accordingly.

- (C) Upon submission of response from the Chair, notification to the Purchase Department, in order to open the financial bids.
- (D) Provision for Purchase Dept. to send back the evaluation to the Chair for review, if any.
- (iv) Financial Bids & Evaluation:
- (A) Financial bids of technically qualified bidders are opened accordingly by the Purchase Department, and uploaded in spreadsheet format which will be displayed in tabular format on screen.
- (B) Notification to Committee members to view and access the financial bids and view the ranks (L1, L2, etc.,)
- (C) Upon reviewing the price bids and commercial terms, members submit the response as approved, along with respective remarks/ comments.
- (D) Upon submission of response from the members, notification to Chair for submission of their response as approved.
- (E) Once approved by Chair & members, notification to the Purchase Department and provision for them to further submit it to the Director for final approval.
- (F) Upon approval from the Director, notification to the Purchase Department & Committee members, and provision to generate the 'Techno-Commercial Evaluation Committee's Recommendation Report', in a pre-defined format.
- (G) The details to be populated in the Techno-Commercial Evaluation Committee's Recommendation Report: – Indent No, Indentor's Name, Indent Date, Indented Material(s), Mode of Procurement, Enquiry No/ GeM ID/ CPPP Tender ID, Participated Bidders, Technical Qualification Status & Remarks, Quoted Price details with rank (such as L1, L2, L3 etc.,), Successful L1 Bidder's Name with other tender terms such as Delivery Period, Warranty, LD clause applicability, Performance & Warranty Security, Taxes & other applicable charges, Payment terms, INCO Term, EMD (if applicable), bid validity, Contract Period (if applicable).
- (H) Provision to propose PO/ SO/ WO, on approval and generation of 'Techno-Commercial Evaluation Committee's Recommendation Report'.
- (k) Track bid validity period, and provision to generate notifications for extensions if

required.

- (l) Provision to track EMD received and notifies to arrange for returning to vendors.

3.1.6 Purchase Order Generation:

- a) Should be able to create Purchase Order (PO) based on the tender request(s) and corresponding indent(s).
- b) Should have the provision to update details under following fields in the PO screen:
 - a. Choose tender request(s), and corresponding indent(s) with material details.
 - b. Update Material description, quantity, rate, currency, exchange rate etc.
 - c. Enter details of additional applicable charges such as GST, Duties, Freight charges etc.
 - d. Enter details relating to Warranty, Consignee address, Billing address, Delivery period, if LD clause applicable, INCO Terms, Payment Terms.
 - e. Select vendor name from the master (for Non-GeM orders). For GeM orders, P.O. to be generated with a Generic Name with a provision to update the vendor details after approval.
 - f. Update additional terms and conditions such as applicable PBG to be submitted, transporter/ freight forwarder details etc..
 - g. The budget code & project details to be automatically populated from the corresponding indent & material master.
 - h. Provision to fetch Bank Account details of the vendor from the bid documents submitted.
- c) Upon filling in relevant details in the PO screen, the purchase order shall be submitted for approval.
- d) Notifications to each recommending/ forwarding/ approving authority on receiving the PO in their dashboard and Auto-reminders on a daily basis to the respective recommenders/ forwarders/ approvers, if pending. During the approval process, if the PO is returned to the creator for more information and once resubmitted after changes, then all the recommenders in the workflow who had already approved the PO, shall be notified of the process trail and changes done.
- e) The approval workflow shall be based on the predefined workflow for respective departments, projects, and PO value limits.

- f) On approval, notification to Purchase Dept., along with the Indentor, consignee/ field station in-charge with the PDF format of the PO doc in a prescribed format.
- g) Two versions of PO to be generated: Internal copy with all the notings/ remarks during approval process, and an external copy to be shared with vendors.
- h) The PO doc shall contain the details of Competent Authority approving the PO.
- i) Provision to update and upload GeM contracts against the corresponding PO.
- j) Provision to update Performance & Warranty security details in the approved PO, once it is submitted by the vendor. This shall be provided in the form of Bank Guarantee, Fixed Deposit Receipt, Demand Draft etc. Auto-reminder to purchase department on expiry of validity of performance & warranty security, to return to the vendor.
- k) Auto alerts to purchase and stores personnel and the indentor, on completion of warranty period.
- l) Provision to email the external copy of PO (in PDF format) to the vendor.
- m) Provision for displaying the notings / remarks by recommending/ forwarding/ approving authorities during the approval process and thereafter.
- n) Notification to Purchase Dept., for those purchase orders' whose delivery period is expiring in a week's time, and Provisional Goods Receipt Note (Provisional GRN) is not generated yet.

3.1.7 Service Order Generation:

- (a) Should be able to create Service Order (SO) for Services' Indents for any job such as AMC, Servicing/ Repair etc., from tender request(s).
- (b) Provision to update details under following fields in the SO screen:
 - (i) Choose tender request(s), and corresponding indent(s) with activity details.
 - (ii) Update activity description, quantity, rate, currency, exchange rate etc.,
 - (iii) Enter details of additional applicable charges such as GST, Duties, etc.,
 - (iv) Details relating to Consignee address, Billing address, Job Completion period/ contract period, if LD clause applicable, INCO Terms, Payment Terms.
 - (v) Select vendor name from the master (for Non-GeM orders). For GeM orders, S.O. to be generated with a Generic Name with a provision to update the vendor

details after approval.

- (vi) Update additional terms and conditions such as applicable PBG to be submitted etc.,
 - (vii) The budget code & project details to be automatically populated from the corresponding indent & activity master.
- (c) Upon filling in relevant details in the SO screen, the work order shall be submitted for further approval.
- (d) Notifications to each recommending/ forwarding/ approving authority on receiving the SO in their dashboard and Auto-reminders on a daily basis to the respective recommenders/ forwarders/ approvers, if pending. During the approval process, if the SO is returned to the creator for more information and once resubmitted after changes, then all the recommenders in the workflow who had already approved the SO, shall be notified of the process trail and changes done.
- (e) The approval workflow shall be based on the predefined workflow for respective departments, projects, and SO value limits.
- (f) On approval, notification to Purchase Dept., along with the Indentor, Consignee, field station in charge with the PDF format of the SO doc in a prescribed format.
- (g) Two versions of SO to be generated: Internal copy with all the notings/ remarks during approval, and an external copy to be shared with vendors.
- (h) The SO doc shall contain the details of Competent Authority approving the SO.
- (i) Provision to update and upload GeM contracts against the corresponding SO.
- (j) Provision to update Performance & Warranty security details in the approved SO, once it is submitted by the vendor. This shall be provided in the form of Bank Guarantee, Fixed Deposit Receipt, Demand Draft etc. Auto-reminder to purchase department on expiry of validity of performance & warranty security, to return to the vendor.
- (k) Provision to email the external copy of SO (in PDF format) to the vendor.
- (j) Provision for displaying the notings/ remarks by recommending/ forwarding/ approving authorities during the approval process and thereafter.
- (k) Auto alerts to Purchase Dept. and the indentor, two months before the expiry of an AMC.

3.1.8 Work Order Generation:

- (a) Should be able to create Work Order (WO) for Works' Indents for any works from tender request(s).
- (b) Provision to update details under following fields in the WO screen:
 - (i) Choose tender request(s), and corresponding indent(s) with works' details.
 - (ii) Update works description, quantity, rate, currency, exchange rate etc.,
 - (iii) Enter details of additional applicable charges such as GST, Duties, etc.,
 - (iv) Details relating to Consignee address, Billing address, Work Completion period/ contract period, if LD clause applicable, INCO Terms, Payment Terms.
 - (v) Select vendor name from the master (for Non-GeM orders). For GeM orders, W.O. to be generated with a Generic Name with a provision to update the vendor details after approval.
 - (vi) Update additional terms and conditions such as applicable PBG to be submitted etc.
 - (vii) The budget code & project details to be automatically populated from the corresponding indent & works master.
- (c) Upon filling in relevant details in the WO screen, the work order shall be submitted for further approval.
- (d) Notifications to each recommending/ forwarding/ approving authority on receiving the WO in their dashboard and Auto-reminders on a daily basis to the respective recommenders/ forwarders/ approvers, if pending. During the approval process, if the WO is returned to the creator for more information and once resubmitted after changes, then all the recommenders in the workflow who had already approved the WO, shall be notified of the process trail and changes done.
- (e) The approval workflow shall be based on the predefined workflow for respective departments, projects, and WO value limits.
- (f) On approval, notification to Purchase Dept., along with the Indentor, Consignee, field station in-charge with the PDF format of the WO doc in a prescribed format.
- (g) Two versions of WO to be generated: Internal copy with all the notings/ remarks during approval, and an external copy to be shared with vendors.

- (h) The WO doc shall contain the details of Competent Authority approving the WO.
- (i) Provision to update and upload GeM contracts against the corresponding WO.
- (j) Provision to update Performance & Warranty security details in the approved WO, once it is submitted by the vendor. This shall be provided in the form of Bank Guarantee, Fixed Deposit Receipt, Demand Draft etc. Auto-reminder to purchase department on expiry of validity of performance & warranty security, to return to the vendor.
- (k) Provision to email the external copy of WO (in PDF format) to the vendor.
- (l) Provision for displaying the notings/ remarks by recommending/ forwarding/ approving authorities during the approval process and thereafter.

3.1.9 PO/ SO/ WO Amendment:

- (a) Should have the provision to create Purchase Order / Service Order/ Work Order Amendment with the flow of approval as in original PO/ SO/ WO. Provision to create amendment in the PO/ SO/ WO with respect to following fields:
 - (i) Value of the order.
 - (ii) Any change in one or more terms of the order. Such as Delivery Period, Consignee location, Taxes/ Duties etc.,
 - (iii) Cancellation of Order.
 - (iv) Short-closure of Order.
- (b) Inputs for generation of amendment to PO/SO/WO with details of amendment listed as FOR, READ AS and the reasons for amendment with provision to attach recommendations.
- (c) The amendment (along with number) and the reason for amendment shall be reflected in the PO/ SO/ WO screen after approval.
- (d) And, the same details shall be accessible and viewed in the amendment screen as well (i.e., both approved & in progress amendments). The complete process trail of the PO/ SO/ WO changes shall be visible.
- (e) Provision to email the amended PO/ SO/ WO (in PDF format) to the vendor.

3.1.10 Contingency Purchase (CP) Invoices:

- (a) Any user should be able to create & submit Contingency Purchase/ Direct Purchase bills by selecting a predefined list of materials. If assets are purchased through contingency, material code to be generated by Stores.
- (b) Fields to be updated in CP Bill screen:
 - (i) Vendor's Name
 - (ii) Vendor's Invoice Number & Date.
 - (iii) Create & choose material code from material master.
 - (iv) Choose quantity and unit price.
 - (v) Validate that total cost of the purchase should not exceed Rs. 25,000/-.
 - (vi) Project Details, if any.
 - (vii) Remarks for the purchase (reason/ purpose).
 - (viii) Amount to be paid to – Employee/ Vendor (option to choose).
 - (ix) Upload the scanned copy of the invoice.
 - (x) Select predefined purchase statement (validation required)Project Details.
 - (xi) Remarks for the purchase (reason/ purpose).
 - (xii) Amount to be paid to – Employee/ Vendor (option to choose).
 - (xiii) Upload the scanned copy of the invoice.
- (c) Upon filling in the details, the CP is submitted for approval.
- (d) The approval work-flow shall be based on the predefined workflow for respective departments, projects, and CP value limits (same as indent approval workflow).
- (e) On approval, notification to creator and Purchase & Stores.
- (f) Auto-issuance of material to the creator on generation of CP.

3.1.11 Generation of Reports:

- (a) Generation of various reports such as Indent list, Indent history, Purchase/ Work order list, Monthly Quarterly or Yearly reports for POs/ WOs, Commitment to Vendors, Contingency Purchase, Status of PO/WO in respective prescribed format for chosen period, with various filters, such as individual user wise or department wise.
- (b) Provision to download any document uploaded (such as Techno-Commercial, Minutes of Meeting (MoM), etc.) for a set of POs & WOs during a particular period of time.
- (c) Provision to choose the format of the report (Excel or PDF) before generating the report.
- (d) Should have the ability to generate any kind of report by sorting/ grouping/ selecting any parameters (customizable Report Builder).The reports shall be in bi-lingual (English and Hindi) format.

(e) The following standard reports to be available readily, apart from customizable reports:

- Approved Indent Status: Report with all the details of the indent, such as approved date, assigned to, Tender Request, Tender Evaluation details, mode of tendering, corresponding PO/ SO & approved date, material (with sub-category), vendor name, Indentor name, value of indent & PO, project (if any), GRIN No, Invoice No, GISS No, with provision to generate the report for chosen period. The report should be able to indicate the current stage of the indent, until payment & material issuance. Shall allow generating the report, as an Indentor or as one of the approvers of the indent.
- PO/ SO List: Generate reports of all the POs and SOs released in a month, quarter or financial year, with approved date, indent no, vendor name, value, material, mode of procurement, tender ID/ bid ID (if any), project (if any), Indentor etc.,
- Commitment to Vendors: Generate report on all those Indents in progress, on which the invoice is yet to be approved, with all the required fields such as corresponding PO/ SO (if issued), Indentor name, approved date, assigned to, vendor name, value of indent, material (with sub-category), value pending to paid (balance amount, in case of partial payments), corresponding GRIN (if generated), invoice (if approval in progress), for a chosen period, or an on current date.
- Contingency Purchase: Generate report on all the Contingency Purchases with details of material, end user, value, paid to (employee/ vendor), vendor name and project (if any), for a chosen period or as on current date.
- Status of PO/ SO: Report on list of PO/ SO, which are yet to be approved, with details of PO/ SO, indent no, Indentor, value range, vendor name, material, submitted date, pending approval with & pending from, as on current date.
- Techno-Commercial MoM: Run a query to download all the uploaded Techno-Commercial Committee's MoM reports for chosen period.
- Short-closed & Cancelled Orders: Generate report for all those orders which were short-closed and cancelled through amendment, along with the reason for short-closure & cancellation, for chosen period.
- List of Indents: Generate report for all indents (submitted, in progress, pending with & approved) for a chosen period of time.
- AMC Orders: Generate report for current AMC orders, with details of AMC period (expiry date/ last date), AMC for, end user, value, location, vendor name etc., along with provision to view the previously renewed AMCs for the same orders.

- **Performance & Warranty Security:** Generate report for list of Performance & Warranty Securities provided by the vendors for a chosen period of time. Provision to choose the category of security such as BG, FDR, DD etc., along with details of validity of security.
- **Quarterly Vigilance Report:** Generate report for list of PO/SO released in the previous quarter, along with order details such as value, description of goods/ services, indenter, vendor name etc.
- **Monthly Data for Procurement:** Provision to generate report for orders released on a monthly basis, with GeM and Non-GeM Categorization for vendors, and also with sub-categorization for Non-GeM orders such as PAC, Limited Tender, Brand PAC etc.,

3.1.12. Dashboard

Customisable Dashboard for various roles: End User, Purchase & Stores Personnel, Recommender, and Approver, to display status of all the entries submitted for approval in Procurement module. The data should also be represented in the form of charts/ graphs, tables etc., and should be real-time.

3.2 **INVENTORY MANAGEMENT MODULE**

3.2.1 **Master Material/ Job/ Works List**

- (a) All Material Category, Sub Categories & Material Description are to be generically named except for any scientific items with auto populated Code Number.
- (b) Even for Scientific Items, Material Description should be generically named with consultation of Scientists, Engineers, and Technical staff.

3.2.2 **Goods Provisional Receipt Note**

- (a) Goods Receipt Note page should populate the following details automatically from purchase order:
 - (i) P.O. Number, Indenter name, Field Station, Consignee, Expected Date of Supply, Vendor Name, Email & Mobile No., Warranty Years etc.
- (b) Should have the option to attach photograph and enter Make, Model, Serial Number (if any), Warranty, Other details, etc.
- (c) Should have the option to update received Quantity.

- (d) A new Field of Material Description (linked to Unique Asset Number/ ID) needs to be generated with a link to all the values mentioned in the Master Material List of the particular item(s).
- (e) Option for generation of Provisional Receipt Certificate in pre-defined format denoting all the details mentioned above.

3.2.3 Goods Inspection

- (a) Inspection page should fetch all the details from Good Provisional Receipt page & notify End User for updation.
- (b) Option for entering Accepted / Rejected Qty, Installation Date, Commissioning Date (if any) & uploading Installation Report.
- (c) Option for Goods Return (either Permanent or Replacement) should be included in the page.
- (d) Goods Return may either be in full or in partial.
- (e) Option to enter the reason(s) for goods return.
- (f) In case of Goods Return against P.O., immediate mail to vendor for Material Rejection Advice/Rejection Memo.
- (g) Goods permanently returned should have the option to notify Purchase Dept. for amendment of P.O.

3.2.4 Goods Receipt & Inspection Report (GRIN)

- (a) Should populate all details automatically from P.O., Goods Receipt Note & Goods Inspection.
- (b) Should fetch details about End User.
- (d) Unique Asset Number/ ID should be automatically generated retaining the values from the Material/ Job/ Works Master and adding Material Description which should be fetched from Provisional Goods Receipt.
- (e) Option for printing Label (QR / Barcode) indicating P.O., Item Description, Serial Number (if any), Indentor Name, and Asset Number & Barcode Generation.
- (f) Goods Receipt & Inspection Number (GRIN) should be generated automatically after submission and saving all the details in the screen with a check for mandatory fields.



3.2.5 Inventory Integration

- (a) Once GRIN is generated, auto population into Asset Register, Stock Register & Inventory of End User.
- (b) Goods Issue Number should be auto populated (linked to Issue Register).
- (c) Option for transferring the Material/ Item from one Field Station to another & one person to another directly.

3.2.6 Payment Voucher

- (a) Payment voucher page should fetch all details from P.O. & GRIN page automatically.
- (b) Option for Advance, Partial and Full Payment as per P.O./ SO/ WO.
- (c) Goods only that are accepted in the Inspection page should be auto populated.
- (d) Option to create supplementary Invoice by adding the balance Goods also once the replacement is received.
- (e) Option to enter/alter GST, TDS under various sections, other charges like Freight/ Handling Charges etc.
- (f) Balance payable amount should be calculated automatically.
- (g) Should provide an option to integrate with tally account software.
- (h) Should provide an option to export/ import data to/from tally.
- (i) Should have the option to enter Exchange Rate and calculate the payable amount in INR, if the PO amount is in any currency other than INR.
- (k) The approval workflow shall be based on the customisable predefined workflow.
- (l) On approval, notification to Stores Dept., along with the Indentor and the recommenders & approvers.

3.2.7 Payment for Import Orders:

- (a) Imports Invoice processing page should auto fetch the following details from selected P.O./ W.O./ S.O. Number:



- (i) Indentor Name
 - (ii) Item Description(s) and Qty
 - (iii) Supplier Name & Address
 - (iv) P.O. Value (Amount & Currency Unit)
- (b) Should have the option to fill the following details:
- (i) Mode of Transaction (Wire Transfer, Letter of Credit, Others)
 - (ii) Account Number to be Debited
 - (iii) Title of the Account (Name)
 - (iv) Foreign Bank Name & Address
 - (v) Branch Name
 - (vi) Account No./ IBAN
 - (vii) Swift Code / BIC
 - (viii) Sort Code
 - (ix) Remarks
- (c) Should print the page in pre-defined format as provided by IIA at the time of designing/ implementation.

3.2.8 Demand & Issue of Consumables

- (a) There should be a screen for Demand & Issue of Consumables.
- (b) End User can have the option to enter the Items required where material-in-stock is displayed to him/ her.
- (c) Store Keeper/ Store in-charge should have the option to check history of End User & Item and hence amend the “Items Issued” field & submit for approval.

3.2.9 Store Return & Re-Issue

- (a) This page should automatically populate Item details from P.O. Number, GRIN number, Item Code etc.
- (b) Option to edit quantity.
- (c) Option to mark either for Repair or for Disposal.
- (d) Should temporarily add the item to Store Account & after Re-Issue, to the account of the End User automatically.
- (e) Provision to re-appropriate certain goods into multiple components. Eg: If a material code for a desktop is ABC, then the different components under the desktop such as CPU, Monitor, Keyboard etc., shall be ABC-1, ABC-2, ABC-3 etc. This shall enable to re-issue

different components of the same desktop to different end users.

(f) Material once accepted for Disposal should be automatically removed from Individual Inventory and added to the Store Disposal Account. Appropriate entries to be added to e-Asset Register against particular material.

(g) Material disposed should populate the current Book Value from the GRIN page which should be calculated automatically.

(h) Provision to upload acceptance (email/ transfer form) from the user for transfer of material.

(i) Provision to view the complete transfer history of any material from the date of procurement until the current date, along with custodian details.

3.2.10 Material Disposal

(a) Material Disposal page should be able to automatically fetch Item Details from P.O. Numbers, Goods Issue Number and Item Name etc.

(b) Option to edit quantity.

(c) Material once accepted for disposal should be automatically removed from Individual Inventory and added to the Store Disposal Account.

(d) Material disposed should fetch Current Book Value from GRIN page which should be calculated automatically.

(e) Option to enter category – Surplus, Obsolete, Unserviceable / BER, Scrap, Empties, Others etc.

(f) Should have a sub page to enter details of Committee Members for Disposal.

(g) Should have the option to enter Mode of Disposal (Auction, Forward Auction or External Agency Auction)

(h) Option to Amend/ Edit value of the Condemned Materials/ Items & Reserve Price.

(i) Option to enter the Final Bid Value, Vendor Name, Date of Disposal etc.

(j) Report of materials disposed off should be generated with Auto Generated Number & Option to upload a Sale Note.

3.2.11 Loans

- (a) Should populate item details from P.O., GRIN, Goods Issue or directly from Store Account.
- (b) Should have the option to enter to whom issued, Qty issued, Issued Up to Date, Name of End User Etc.
- (c) Should issue a pop-up message on Issued Up to Date.
- (d) Option to enter the Return Date.
- (e) Should have the option to temporarily transfer the custody of the item from loaner to loanee and vice versa after return.

3.2.12 Gate Pass (In & Out)

GATE PASS (OUT)

- (a) Gate Pass (OUT) page should be able to automatically fetch Material List from P.O. Number, Goods Issue Number, Goods Disposal Number & Unique Asset Number/ ID.
- (b) Option to amend quantity.
- (c) Option to add Items that are not in Master Material List (This list should be maintained separately other than Master List / Unique Asset Number/ ID).
- (d) Option to mark either Returnable or Non-Returnable.
- (e) In case of Returnable, pop-up message on entered EDR (Expected Date of Return).
- (f) In case of Non-Returnable, should automatically remove the Item from the Inventory of the Individual & add to Suspense List.

GATE PASS (IN)

- (g) Gate Pass (IN) page should have the option to add Items that are not in Master Material List (This list should be maintained separately other than Master List / Unique Asset Number/ ID).
- (h) Option to mark either Returnable or Non-Returnable.
- (i) In case of Returnable, pop-up message on entered EDR (Expected Date of Return).
- (j) In case of Non-Returnable, should automatically add the Item to the Inventory of the

Individual (In Separate Category).

3.2.13 Registers

(a) The following Store e-Registers are to be automatically generated with user defined fields and updated with the details that are input into the system in various pages starting from Purchase Order.

- (i) Assets Register (Capital, Furniture, IT Assets & Fixed)
- (ii) Stock Register (Capital, Furniture & Consumables)
- (iii) Inward & Outward Registers (Capital, Furniture, IT Assets & Consumables)
- (iv) Daily Receipt Register (Capital, Furniture, IT Assets & Consumables)
- (v) Issue Register (Capital, Furniture, IT Assets & Consumables)
- (vi) Condemned Materials Register (Capital, Furniture & IT Assets)
- (vii) Loan Register (Capital, Furniture, IT Assets & Consumables)
- (viii) Miscellaneous Condemned Register (Empties, Cans, Paper, Books etc)

(b) Should have View, Edit & Amend access to Stores Personnel with appropriate approvals. (corrections based on physical stock verification).

(c) Any edited data should automatically take effect in all Parent/ Child Documents created earlier.

(d) The registers shall be in bi-lingual (English & Hindi) format.

3.2.14 Reports

(a) Should have the ability to generate any kind of report by sorting/ grouping/ selecting any parameters (customizable Report Builder).

(b) The reports shall be in bi-lingual (English and Hindi) format.

(c) However, the following reports are to be standard available [both pdf and excel format] with Date Range.

- (i) Personal Inventory Report (Capital and Consumables)
- (ii) Material Disposal Report (based on dates)
- (iii) Goods Issue Report (based on Individual Name/ID, Division, Section, Location, Type of Goods, etc.)
- (iv) Physical Stock Verification Report (as on date mentioned)
- (v) Closing Asset Report (Value of Stock-In-Hand at end of FY)



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(vi) Pending Payment Report for Invoices generated.

3.2.15 Dashboard

Customisable Dashboard for various roles: End User, Purchase & Stores Personnel, Recommender, and Approver, to display status of all the entries submitted for approval in Inventory Management module. The data should also be represented in the form of charts/ graphs, tables etc., and should be real-time.

~End of Chapter 3~

CHAPTER 4: FUNCTIONAL REQUIREMENT SPECIFICATIONS (FRS)

4.0 The following are the broad functional requirements of this Institute. Bidders are requested to fill the Bidder's Compliance column for all the functional requirement points, and the bidders may include the supporting documents against some/ all functional points.

Note: - Against any Functional Requirement points, where under Bidder's Compliance column, the Bidder submits "NO RESPONSE" i.e. leave it blank; then it shall be treated that the Bidder is NOT COMPLYING to that point.

4.1 FUNCTIONAL REQUIREMENT OF PROCUREMENT & INVENTORY MODULE

| Sr. No | Functionalities | Bidder's Compliance [Agree/ Disagree] |
|---|---|--|
| A. Classification of Assets | | |
| 1. | Maintains the records of movable assets like Furniture & Fixture, Office Equipment, Other Equipment and Machinery | |
| 2. | Capture Various details like Ownership, Cost Details Depreciation, etc. for the Assets. | |
| B. Asset Transactions | | |
| 1. | Records of Purchase of new Assets | |
| 2. | Maintains the Asset Register | |
| 3. | Provide a supplier/ PO listings of assets by supplier or by purchase order | |
| 4. | Asset acquisitions, Transfers and all movements can be initiated and tracked | |
| 5. | The following data are required to identify, specify, track and report assets by location characteristics, including: <ul style="list-style-type: none"> • Person • Building • Room Number • Location • Other Unique Identifier(s) | |
| 6. | Ability to update the Bill of Materials for all the assets | |
| C. Products, Services & Categories | | |
| 1. | Ability to classify materials in to group & sub-group as per the requirement such as Inventory, Raw materials, Spares, Stationeries, Tools, etc. | |
| 2. | System should be able to maintain Material Code, Description, Type (Electrical, Electronics, Mechanical, etc.) and Category (Capital & Consumables) | |



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| 3. | Ability to have a centralised item master across the organisation for all categories of items (Raw materials, Consumables, Spares, Tools, Components, Semi-Finished Items, Finished Items, Services Items, Work Items, etc.) | |
| 4. | Ability to capture critical material relevant information such as material specification, key characteristics etc. | |
| 5. | Ability to capture whether the item is imported or indigenous | |
| 6. | Ability of the system to capture minimum, maximum and re-order level for the inventory. | |
| 7. | Ability of System to define and handle items having different unit of measurement (UOM) | |
| 8. | Ability of System for searching item based on its characteristics | |
| 9. | Ability to link each item of an indent to equipment / project, department wise | |
| 10. | Facility to enter details of the Vendor/ Supplier profile like Name, address, work location, items/ service supplied, business history, contact details, distribution channel, payment profile, bank details, registration details, etc. | |
| 11. | Facility to classify vendor on criteria like indigenous/ foreign, GeM registered, CPPP registered etc., | |
| 12. | Facility to classify vendor based on products supplied/ category of product. | |
| 13. | Ability to debar / unblock a vendor for further processing of any transaction. Also, ability to capture reasons for debarment/ unblocking of vendor. | |
| 14. | System ability to support catalogue management (Catalogues from various vendors provided in soft form should be able to be uploaded in Application Software) | |
| 15. | Maintain information about the condition of the items (e.g., good, idle, obsolete, broken, unserviceable, BER, etc.) | |
| 16. | System tracks items purchased with various funding sources (i.e. grants, funds, or other cost objects) | |
| 17. | System should be able to classify items into Consumable & Capital | |
| 18. | System should be able to have the storage hierarchy such as location-Bin-Racks-Shelves-Zones mapped into the system. | |
| 19. | System should be able to link each and every item image, photos, and/or drawing with its item code for physical identification. | |
| 20. | Ability to capture, maintain and track shelf life of perishable items. | |
| 21. | Ability to identify services as per the works | |
| 22. | Ability to assign name corresponding to service code | |
| 23. | Ability to enter unit of measure of goods / service | |
| 24. | Ability to maintain unique service item codes | |



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| 25. | Ability to assign /edit/ modify description of the service/ item (activity) of service | |
| 26. | Ability to check existence of rate contract for individual services or service groups | |
| 27. | Provision for traceability of materials | |
| 28. | Ability to maintain and run the Stores Ledger detailing the opening and closing stock, receipts, issues, price and quantity | |
| 29. | Ability to do stock verification based on perpetual / cycle/ physical counting or any other defined method and periodicity | |
| 30. | Ability to perform perpetual inventory verification by group wise, location wise, item wise etc. | |
| 31. | Ability to record receiving information: receiving staff, shipping carrier with tracking number, date and time received, complete/ partial and comments/ notes. | |
| 32. | Ability to allow images to be attached to inventory items in the system | |
| 33. | Ability to accommodate items with Zero Rupees Value and / or Zero Quantity. | |
| D. Indent/ Requisition, Tendering, Quotations, Contracting, etc. | | |
| 1. | Facility to each department/ specific users to raise the Indent. | |
| 2. | Configure workflow to route the Indent/ Requisition via various levels of online approvals and budget sanctioning | |
| 3. | For Proprietary Indents, ability to capture details of Proprietary Certificates | |
| 4. | Ability to rework and resubmit the Indent for approval after necessary modifications | |
| 5. | Provision to scrutinise the Indent online and enter remarks if required, by approver/ recommender. | |
| 6. | Ability to generate a unique Indent Number | |
| 7. | Ability to support multiple UOM (Unit of Material) for items for inventory and for placing Indents, and releasing of Purchase Order | |
| 8. | Enable stakeholders to approve Indent, approve with changes or reject the Indent. | |
| 9. | System should have the provision for the Indent to undergo various status changes like created, submitted, in progress, approved, closed, rejected and cancelled. | |
| 10. | Allows online Indent / requisition approval at multiple (sequential and / or hierarchical) levels with capacity to “trace” current location. | |
| 11. | Ability to use multiple criteria to evaluate Indent/ requisition work flow (approvals and insufficient funds, etc.) | |
| 12. | Ability to block / hold the Indent if there is no sufficient funds available. | |
| 13. | System should be able to track status of Indent/ demand | |



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| 14. | System should have a provision to edit the Indents that are returned. | |
| 15. | System should have the provision to notify the appropriate persons for the Indents waiting for approval. | |
| 16. | System should have the provision to notify the Indentor and all approvers when a Indent is approved. | |
| 17. | System should have the provision to capture the remarks by different approvers. | |
| 18. | System should have the provision to set up an Approval Authority for Indent based on the Indent Value, Department, Project etc., | |
| 19. | Ability to store and maintain the user-defined / standard templates for creating Expression of Interest (EoI), Request For Proposal (RFP)/ Tender Document, Contract Documents, etc. Also provides version control on all these documents and attachments therein. | |
| 20. | Ability to collect requirements from various departments and procure strategically for common and similar items. | |
| 21. | System to enable generation of Notice Inviting Tender (NIT) | |
| 22. | System should have the ability to record the pre-bid discussions held during the Pre-Bid conference and record the necessary amendments to be made. | |
| 23. | System should be able to amend bid documents and keep track of the versions and approvals of the same from competent authority as per delegation of powers. | |
| 24. | Ability of the system to track bid validity dates for various bids and take necessary actions if extensions are required. | |
| 25. | System should be able to initiate the re-tendering process with respect to original tender if necessitated. | |
| 26. | Ability to choose the mode and type of tendering. | |
| 27. | System to support the following types of tendering:- <ul style="list-style-type: none"> • Open (GeM/ CPPP) • Limited • Single / PAC (Proprietary Article Certificate) • Global | |
| 28. | System should allow single tendering on the grounds of urgency or operational or technical requirements after capturing the reasons for single tender enquiry (STE) and selection of a particular firm is recorded and approved by competent financial authority prior to single tendering. | |
| 29. | Ability to execute contingency purchase (direct purchase) in case of emergency. | |
| 30. | Ability to capture monthly, quarterly, half-yearly and annual requirement plan | |



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| 31. | Ability to specify whether 'Sample' is to be submitted with offer or after placement of order and attach 'sample approval criteria' to the Indent. | |
| 32. | System to grant user the flexibility to select the suitable stages for processing the tendering process (two bid type): <ul style="list-style-type: none"> • Technical Evaluation Stage • Price Bid Evaluation Stage | |
| 33. | Ability of the system to generate Bid opening statements with details of quoted prices, EMD and conditions to contract etc and provide access to only authorised persons. | |
| 34. | System should create and monitor the two bid tendering process: In case of IIA, the Techno-Commercial Evaluation is normally carried out by a Techno-Commercial Evaluation Committee. The Techno-Commercial Evaluation Committee report, once finalised, is sent to the Competent Authority (Director) for acceptance. | |
| 35. | System to capture Names and details of Techno-Commercial Evaluation Committee members. | |
| 36. | System to configure workflow, for obtaining approval of Techno-Commercial Evaluation Committee members | |
| 37. | System to support formation of various committees for evaluation to be done. | |
| 38. | System to enable identification of committees by a unique number that will be associated with the respective activities of a particular task. | |
| 39. | System to maintain the entire Minutes of Meeting (MoM), notes, communication, etc. for specific tasks to be maintained and managed by the system in repository. | |
| 40. | System should not allow entry of commercial quotes whose technical bids are rejected by the committee. | |
| 41. | System to support validation of the received bids with respect to the tender due dates. | |
| 42. | System to prepare bid opening statement along with the details of the EMD, the bidder and the price quoted. | |
| 43. | System to prepare the comparative statement of the bid. | |
| 44. | System to enable prepone or extend bid opening dates along with generation of intimation letters to vendors to be supported by the system. | |
| 45. | System to track waiver of EMD requirements in Vendor Database for each vendor / class of vendor along with the reasons thereof for waiver. | |
| 46. | System to enable capturing of performance guarantees in the system | |
| 47. | System to generate the alerts prior to a specified period before expiry of the performance guarantee. | |



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| 48. | System to capture the commercial evaluation details as per criteria and provide analysis on factors such as: <ul style="list-style-type: none"> • Duties & Taxes • Delivery Period • All Inclusive Cost on Delivery etc. | |
| 49. | Provision to capture taxes like GST, Service Tax, Customs Duties, Insurance Charges, Packing Charges, etc. | |
| 50. | Provisions to capture Tax Exemption details that are applicable for Customs Duty, Excise Duty, etc. | |
| 51. | System to prevent bids from black listed vendors from being processed. | |
| 52. | System to maintain the EMD amount and performance guarantees, to be defined and managed in the system. | |
| 53. | System to generate a list of EMD's to be released to unsuccessful bidders based on information by the finance team. | |
| 54. | System to calculate and display overall L1 and item wise L1. | |
| 55. | System to compare between Indian vendors and Foreign Vendors by taking into account cost, insurance and Freight (CIF) value / Custom Duty (CD) exemption | |
| 56. | Provide the capability to track milestone dates mentioned in the Tender document, contracts, etc. | |
| 57. | Option to include Delivery Schedules and Quality Specs with support for manual entry and special text within the Requisitions. | |
| 58. | Facility to send multiple tenders against single requisition. | |
| 59. | System should automatically generate cost comparison statements highlighting all of these; Price (including breakup of taxes), Lead time for Delivery, Credit Terms, Other Terms & conditions. | |
| 60. | Ability to generate requisitions automatically for items replenished frequently like consumables, based on Re-Order level. | |
| 61. | Ability to check the availability of free or reserved stock available at different storage locations while creating requisitions. | |
| 62. | System should be able to issue Non-Availability Certificate (NAC) against demands for which item is not available in the stock. | |
| 63. | Ability to send requirement details, documents like drawings and request for specifications along with RFP. | |
| 64. | Ability to enter quotations in the system against RFP, including taxes | |
| 65. | System to allow deletion / re-tendering of Ordered Items / tendered items lines. | |
| 66. | System to allow amendment of orders having financial and non-financial implications. | |



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| 67. | Maintains a prospective bidders' list. | |
| 68. | Ability to approve bids of the recommended vendor in the system and add reason for approvals and bid rejections. | |
| 69. | Ability to create a PO in the system after quotation approval / bid evaluation. | |
| 70. | Provide the integration with Govt. e-marketing (GeM) portal and Govt. e-Procurement system i.e. Central Public Procurement (CPP) portal. | |
| 71. | Route all GeM shopping carts / requisitions through an approval workflow. | |
| 72. | Integration of e-Tendering website i.e. CPP Portal for upload of tender documents, and track the tender process / phases. | |
| 73. | System should have all the standard formats, guidelines and terms and condition of tenders for floating / loading it to the CPP portal | |
| 74. | System should generate tender documents on the click of a button from available templates and forms information held within. System should also support generation of tender document offline using desktop office tools. | |
| 75. | System shall define the hierarchy for approval of Tender so generate and forward the document and record their comments with a time stamp. System should also support digital signing of the comments. | |
| 76. | Upon approval, the system shall generate the final tender doc, get it signed digitally by appropriate authority and forward the documents along with the tender calendar, base attributes, etc to the e-tender system for uploading to the CPP portal. | |

E. Purchase Order (PO) / Contracts and Payments against Invoice

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| 1. | Ability of the system to capture PO information like PO number & date, Item details like code, description, UOM, rate, Quantity, Delivery Schedule, Consignee Name & Address, applicable taxes, Performance Guarantees, other terms, etc. | |
| 2. | System should segregate PO based on the category of procurement such as Cash Purchase, Direct Purchase and Local Purchase. | |
| 3. | System to handle the Cash Purchases, Local Purchase to meet immediate requirements of items required in small quantities and up to certain value limits within the prescribed cash purchase powers of the CFA. | |
| 4. | Ability to directly create POs with different number series based on purchase type or categories such as location/ material type/ department etc. | |
| 5. | Ability to create PO templates. | |



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| 6. | Attach supporting documentation and notes to a PO | |
| 7. | The system shall provide the ability to perform mass editing of Pos based on user defined criteria. | |
| 8. | Ability to create a single PO in the system from multiple requisitions or multiple PO against single requisition. | |
| 9. | Ability to specify payment terms in the PO | |
| 10. | Allow payment terms to be displayed and tracked with POs. | |
| 11. | Allow delivery date terms to be displayed and calculated with Pos | |
| 12. | Ability of the system to print PO in a User defined format on pre-printed stationery. | |
| 13. | Ability to link PO with all previous transactions/ documents of the system. | |
| 14. | The system shall provide the ability to reopen closed POs within the current fiscal year | |
| 15. | Ability to inquire on a PO status by PO number, requisition number or Invoice Number and goods receipt. | |
| 16. | Ability to process changes to POs without having to re-enter purchasing information | |
| 17. | Ability of the system to update budget utilisation automatically at PO release. | |
| 18. | Create the necessary accounting adjustments automatically from a PO change/ amendment. | |
| 19. | Ability of the system to generate and send soft copy of PO in PDF format to supplier via e-mail. | |
| 20. | Ability of the system to send reminders to suppliers through e-mail in case of delay in receipt of goods. | |
| 21. | Ability of the system to receive advance intimation from supplier for receipt of goods with transportation details. | |
| 22. | Ability to automatically track and categorizer line items on PO. | |
| 23. | Ability to search for an issued PO by number, requisition number, cost, vendor/ supplier name or number. | |
| 24. | Ability to view balance quantity and payments made against PO in PO screen of the system. | |
| 25. | Allows for multiple budgetary accounts to be applied to each line item. | |
| 26. | Ability to initiate and track payment of received PO line items. | |
| 27. | Ability to cancel individual PO line items. | |
| 28. | Ability to re-order individual PO line items. | |
| 29. | Ability to record and track changes made to issued PO line items. | |
| 30. | Ability to select a different account number distribution for each line item on the PO. | |
| 31. | Ability to modify the PO line items with the new accounts/ fiscal years. | |



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| 32. | Ability to update outstanding PO line items with account numbers in the new fiscal year. | |
| 33. | Provide complete online reporting of POs issued and goods received. | |
| 34. | Send an email to the requestor when the item is received when receiver is different from the requestor. | |
| 35. | Attach receiving notes to the PO | |
| 36. | Provide standard reports and inquiry screens for POs in process. | |
| 37. | Provide standard reports and inquiry screens for POs out/ goods not received. | |
| 38. | Provide standard reports and inquiry screens for POs out/ goods received / invoice not received. | |
| 39. | Provide standard reports and inquiry screens for POs involved but not receipted and paid. | |
| 40. | Track PO items received. | |
| 41. | Automatically update Accounts Payable with the receipt of goods, including the associated PO number. | |
| 42. | Provide for the receipt of goods and services to be recorded online by PO number. | |
| 43. | Ability to record receiver's name / ID on receipts. | |
| 44. | Ability to track the recording of goods returned to the vendor. | |
| 45. | Provides a three-way match for the receipt of goods, the PO and Invoice. | |
| 46. | Provides a two-way match for the PO and Invoice. | |
| 47. | Ability to validate three/ two way match based on user defined criteria. | |
| 48. | Provide the ability to send notifications, via e-mail, to persons within the approval workflow process, in a customizable process based on user defined criteria. | |
| 49. | Support a bar coded tracking system from incoming delivery point to end user. | |
| 50. | Ability to capture the details in the contract like contract validity dates, location of delivery, Material code with description and quantity, agreed upon rates including breakup of taxes, payment terms, other terms and conditions, VAT/ GST. | |
| 51. | Ability to maintain the standard templates for the creation of Contracts or Letter of Award etc. | |
| 52. | Ability to define and configure the workflow for approval of amendments to the contract terms. | |
| 53. | Ability to generate the changed Contract once the amendments are made. | |
| 54. | Ability to store scanned / soft copy of each external / internal correspondence against a contract for issue handling and progress review. | |



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| 55. | The system shall allow for the ability to perform invoice entry with the following capabilities, including but not limited to: <ul style="list-style-type: none"> • Multiple levels of invoice approval workflow • Ability to manage required supporting documentation in electronic format (e.g. vendor invoice, claim forms etc.) | |
| 56. | The system shall provide the ability to process multiple invoices against the same PO. | |
| 57. | The system shall provide the ability to process once invoice against multiple POs. | |
| 58. | The system shall provide the ability to perform Electronic Fund Transfer (EFT), and deposit to vendor bank accounts. | |
| 59. | The system shall provide the ability to prevent duplicate payments by matching, at a minimum, supplier./ vendor and invoice number. | |
| 60. | The system shall provide the ability to process invoice payments for different charges that are not mentioned in the PO or not included in the PO amount. | |
| 61. | The system shall provide the ability to automatically select payments based on due date and discount rate/ date. | |
| 62. | The system shall provide the ability to list invoices by date range. | |
| 63. | The system shall provide the ability to list invoices by Accounts Payables' receiving date. | |
| 64. | The system shall provide the ability to produce a single claim/ payment register at year end for both the prior and new fiscal year. | |
| 65. | The system shall provide the ability to put invoices on hold and release for later payment. | |
| 66. | The system shall provide the ability to annotate transactions with comments. | |
| 67. | While processing payment against each Invoice, the following data shall be stored: <ul style="list-style-type: none"> • Payment Date & Time • Mode of Payment • Payment Number (in alphanumeric form) • Payee Name & Address • Invoice Number/ Description • Invoice amount without taxes • Taxes & Tax Deducted at source (TDS) • Net Amount (In figures & in Words) • PO Number & Date • Paying Authority • Comments to the Vendor, if any. | |

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| 68. | Ability to have an integrated Document Management System where you can view all related documents within the Purchase Module (Requisition, PO, Invoice, Quality Checks, Payments, etc) | |
| 69. | Provision to pay through Letter of Credit (LOC) and wire transfer for purchasing from foreign suppliers. | |
| 70. | Provision to capture the details related to application for irrevocable documentary credit (Letter of Credit) | |

F. Services Procurement / Work Order

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| 1. | Ability of the system to support work orders for any job with material, without material, manpower supply, civil works, etc. | |
| 2. | Ability of the system to capture terms of issuing material to Successful Bidder on chargeable basis, non-chargeable basis etc. | |
| 3. | Ability of the system to support recurring bill. | |
| 4. | Ability to check in the system remaining amount outstanding in the contract before making payment. | |
| 5. | Ability of the system to generate necessary tax certificates | |
| 6. | Ability to generate work completion notes in the system by the Indentor to certify quality and quantity. | |
| 7. | Ability to capture key information in the service purchase orders like type of service (security, consultancy, transportation, job, etc.), rate of services, applicable taxes, financial agreement, etc. | |

G. Goods Receipt & Movement

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| 1. | Ability to create an Inward & Inspection note before creation of Goods Receipt Note (GRN). Inward will contain details such as PO number, date of receipt and other consignment information. | |
| 2. | Ability of the system to create GRN from Inward and Inspection note. | |
| 3. | Ability to have a single GRN form to handle multiple types of GRN like Store receipt, Direct Consumption, etc. | |
| 4. | Ability of the system to generate GRN Number automatically or manual link with Inward. | |
| 5. | Ability of the system to receive partial consignment/ delivery from PO. | |
| 6. | Ability of the system to show remaining PO quantity when creating GRN. | |
| 7. | Ability of the system to receive goods in a measurement unit different from the measurement unit in which the order was placed. | |
| 8. | Ability to define & control GRN against PO. | |

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| 9. | Ability of the system to show a list of test certificates required to pass a quality check. | |
| 10. | Ability of the system to capture the QC results. | |
| 11. | Ability of the system to capture quantities rejected by QC against GRN. | |
| 12. | Ability of the system to automatically generate a rejection / shortage note and rejection / shortage letter in case of rejection/ shortage. | |
| 13. | Ability of the system to generate a Debit note to be sent to the vendors for all rejection / shortage. The Debit Note should be linked to the Rejection/ shortage note in the system. | |
| 14. | Ability of the system to highlight pending overdue and non-overdue POs and pending quantity. | |
| 15. | Ability to generate instructions / labels for the storing of the items in the Stores including bar codes. | |
| 16. | The ability to provide views of inventory balances, in-transit, and on-order across all Stores and for individual stores. | |
| 17. | System should be able to provide gate Entry & Exit monitoring processes for the materials & Vehicle movements linking with Supply Order or others. It includes capture of Date, time, transportation type, carrier details, dimensions, weights, etc. | |
| 18. | System should capture From place, To place for the goods that are transported. | |
| 19. | It should also capture by whom it is moved, Date of Movement, receiving person, Date, Mode of Transport and vehicle number. | |
| 20. | System should have the provision to create gate pass for the items to be dispatched e.g. for repair, replacement, permanent transfer, etc. | |
| 21. | System should be able to maintain System generated Gate Pass No., Date, Item Code, Item Description, Supplier, Location, Address and Remarks. | |
| H. Stores Management | | |
| 1. | Ability of the system to select any valuation method i.e. FIFO, LIFO, or weighted average method for valuation of stock. | |
| 2. | Reporting of overstock and Understock Exceptions. | |
| 3. | Ability to support the issue of materials having shelf life on FIFO basis. | |
| 4. | Ability to support the issue of Materials by Store Staff. | |
| 5. | System should be able to transfer of items from Central Store to Divisional/ Departmental Stores, Stores of Field Stations, if required | |
| 6. | System should be able to view and track real time stock position. | |

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| 7. | System should be able to issue and monitor inventory items on loan to other departments and thereafter return the item after usage. | |
| 8. | Ability to track hazardous/ environmental materials. | |
| I. Key Management | | |
| 1. | Ability to identify which keys each key holder has and the doors they can open. | |
| 2. | Ability to track issuing keys to people.. | |
| 3. | Ability to create key records or reports, and tracking lost or damaged keys and related responsibility. | |
| 4. | Ability to track keys by department, function or other user determined groupings. | |
| 5. | Ability to manage master keys, sub-master keys and change keys. | |
| 6. | Ability to log quantities of keys created, issued, lost and destroyed. | |
| J. Disposal of Dead Stock | | |
| 1. | Department wise submission of details. | |
| 2. | Tendering by Procurement & Inventory Department | |
| 3. | Disposal of Dead Stock | |
| K. Work Requisition | | |
| 1. | Ability to create, maintain and review the section wise work requisitions. | |
| 2. | Ability to raise maintenance Work Requisitions after receiving feedback from operations about faults. The Work Requisitions should be capable of auctioning/ triggering electronic notification to the concerned technical Staff. | |
| 3. | Facility to copy tasks with materials and resource requirements to the Work Order (WO) from standard procedures, Facility to attach notes, equipment drawings/ documents, standard operating guidelines for each task in a WO. | |
| 4. | Ability to classify Work requisitions / WO by user defined variables. For example safety, modification, new work, rework, breakdown, preventive etc. It should be possible to report by each of these classifications. | |
| 5. | Ability to assign a priority among work requisitions. | |
| 6. | Ability to view details of any outstanding Work Requisitions on a specific job or related piece of equipment in order to avoid duplicating work requisitions. | |
| 7. | Ability to record the status of a Work Requisitions via user defined variables e.g. Awaiting approval, etc. | |
| 8. | Ability to inform the Indentor/ Requestor via email or otherwise upon approval / rejection of Work Requisitions. | |



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| 9. | Ability to establish targets against a Work Request. These targets could be time, financial and / or quality based. The ability to report on these targets should also exist. | |
| 10. | Ability to define critical dates against a Work Request e.g. Required by Date. | |
| 11. | Ability to approve, maintain, complete and close Work Request. | |
| 12. | Ability to link a WO to a financial Account Code. | |
| 13. | Ability to create multiple job/ tasks against a single WO. | |
| 14. | Ability to create multiple WO against a single Work Request. | |
| 15. | Ability to define work requirements (plan/ labour/ equipment/ tools/ spares / other) against the WO. | |
| 16. | Ability to make changes to a WO. | |
| 17. | The ability to approve WOs online via workflow is required. This could be performed by different incumbents within the Institute, depending on WO size/ cost, priority, mode and Delegated Financial Authority levels etc. If a WO is not approved within a specified time, it should be forwarded to next appropriate person. | |
| 18. | Ability to maintain, complete and close WOs online. | |
| 19. | Ability to adjust all elements for the WO including: <ul style="list-style-type: none"> • Materials • Resources • Tools • Timings | |
| 20. | Ability to create and issue an emergency WO. | |
| 21. | Ability to attach documents to a WO including detailed Work instructions, safety requirements and checklists, drawings etc. Upon issue of a WO, it should be optional as to whether attachments are printed automatically or at the discretion of the user. | |
| 22. | Ability to notify relevant personnel or issue a warning/ alarm, if a WO has not been completed after certain period of time. | |
| 23. | Ability to record the consumption and return of the materials that were issued against the individual WO. | |
| 24. | Ability to report on WOs that have been delayed due to: <ul style="list-style-type: none"> • Materials not being available in time for the maintenance work. • Insufficient Internal/ External labour resources. • Lack of permit being issued • Other User defined fields. | |
| 25. | Ability to record status of a WO such as approved, not approved, wait on materials, wait on Successful Bidders, wait on labour etc. | |



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| 26. | Ability to allow authorised employees to enter text in a free format against the WO. These comments should be able to be forwarded to the concerned Authority. | |
| L. Other Requirements | | |
| 1. | List of Vendor wise/ Material wise orders. | |
| 2. | Material wise, Department wise consumption report. | |
| 3. | Comparison of price bids with history prices | |
| 4. | Alerts if the Asset Numbers, Batch or Serial Numbers are not in order. | |
| 5. | Vendor Performance Analysis Rating & Reports (on the basis of quality of item/ services offered, quantities supplied, delivery / timely completion performance and cost/ price) | |
| 6. | Register for Inward, Inspection, Receipt, Issue etc on user defined period. | |
| 7. | Facility to provide slow moving and non-moving items report | |
| 8. | Rate variance report from Receipts. | |
| 9. | Date Porting/ Data Entry Suite. | |
| 10. | Provides an online item catalog and search capability. | |
| 11. | Ability to load internal materials in order to create an Internal catalog. | |

4.2 **INTER-LINKED AND COMMON FUNCTIONAL REQUIREMENTS**

| Sl. No | Functionalities | Bidder's Compliance [Agree/ Disagree] |
|-------------------|---|---------------------------------------|
| A. General | | |
| 1. | Ability to initiate and track the approval process. | |
| 2. | Ability to assign different levels of approval for the same user. | |
| 3. | Provide workflow functionality in all system modules. | |
| 4. | Reminders/ Notification to the employee for change or requirement of any additional data through mails/ SMS/ self service etc. | |
| 5. | Ability to allow temporary status changes of the users (e.g., unavailable due to vacation, deputation, Study leave, etc.) | |
| 6. | Ability to re-route workflow assignments based on availability triggered by unavailability status. | |
| 7. | Ability to re-route workflow assignments based on availability triggered by system administration defined periods of no response. | |
| 8. | Ability to maintain various Sections/ Divisions Sub-Sections of the Institute. | |
| 9. | Ability to define various roles based on the nature of responsibility. | |
| 10. | Ability to assign employees to their Sections/ Divisions/ Sub-sections. | |



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| 11. | Ability to attach document or add notes wherever needed. | |
| 12. | Ability to view the list of alerts received by the employee. | |
| 13. | Ability to view the list of records submitted by the employee based on the process. | |
| 14. | System should have provision to store order / circular / notification which effected an organisational change for an employee and related reports should be developed. | |
| 15. | System should have functionality to search orders/ circular/ notification through name, keyword, date, number and archive/ discard any order / circular / notification. | |
| 16. | Ability to seek confirmation after every change made in the structure, changes to be made permanent only on authentication by the controller of the authorised person – Multi Stage process. | |
| 17. | Ability to change/ restore/ rollback changes to a previous (given) dates and report inconsistencies. | |
| B. Reports | | |
| 1. | Data filtering by various attributes can be used to limit the report to only desired information | |
| 2. | Ability to provide pre-defined reports. | |
| 3. | Custom data fields can be added to predefined report templates. | |
| 4. | Charts and graphs can be added to the predefined report templates. | |
| 5. | Report output can also be displayed in graphic and/ or chart format. | |
| 6. | System must have the ability for appropriate users to create and print reports on their dashboard. | |
| 7. | Report shall be prepared by any day of the week by Individual, Department, User defined. | |
| 8. | The ability to format reports (e.g. headings, font, bolding, underlines, currency signs, etc.) | |
| 9. | The ability to include headers, footers, pagination, etc. | |
| 10. | The ability to produce reports that can be edited in MS Word / Excel or in the report writer itself. | |
| 11. | Ability to export queries and reports to standard MS formats (Excel, Word, CSV, etc.) and PDF. | |
| 12. | System will provide the ability to search for specific values within a report. | |
| 13. | System will support simple and complex search and reporting functionality, using user defined criteria. | |
| 14. | Ability for multiple users to access the same document/ reports simultaneously. | |
| 15. | Ability to have access to data and report based on user authorizations. | |
| 16. | Ability to provide standard report templates. | |



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| 17. | Ability to create custom reports using wizard. | |
| 18. | Ability to print reports directly through networked printers. | |
| 19. | System supports a graphical display of a wide variety of charts and graphs. | |
| C. Constituting of Various committees & Meetings | | |
| 1. | The system should have the capability to constitute the committee with its member and convener details. | |
| 2. | The system should have the capability to capture various details of the committee such as terms of reference, tenure, committee members etc. | |
| 3. | The system should have the capability to define the role of each committee member. | |
| 4. | The system should have the capability to define the committee members from the internal departments as well as external users along with required details. | |
| 5. | The system should have the capability to define the message template for sending the notification to respective committee members. | |
| 6. | The system should have the capability to define the approval process for committee constituted. | |
| 7. | The system should have the capability to circulate the Office Memoranda with the respective committee members/ stakeholders having details about the committee. | |
| 8. | The system should have the capability to define the Meeting invitation templates for sending the notifications to all the committee members. | |
| 9. | The system should provide the calendar view having details about the meeting schedule on a weekly / monthly basis. | |
| 10. | The system should provide the capability to submit the response about their availability for the meeting scheduled. | |
| 11. | The system should have the capability to capture the Minutes of Meeting. | |
| 12. | The system should have the capability to assign the actionable to the respective committee members based on meeting decisions. | |
| 13. | The system should provide the capability to define the deadlines of submitting the response for defined actionable. | |
| 14. | The system should provide capability to design the template for circulating the Minutes of Meeting (MoM). | |
| 15. | The system should provide the capability to send the MOM notification through email. | |
| 16. | The system should allow allocating responsibilities and making online status updates. | |
| 17. | The system should allow maintaining attendance records and drafting agendas, reports, and minutes of meetings. | |



4.3 OTHER TECHNICAL FUNCTIONAL REQUIREMENTS

| Sl. No | Functionalities | Bidder's Compliance [Agree/ Disagree] |
|-------------------|--|---------------------------------------|
| A. General | | |
| 1 | All parts of Solution should support compulsorily English language formats | |
| 2 | Should support any operation system like Windows, Linux, etc. | |
| 3 | The interface design of the application should be simplified enough that the end user can easily understand all the working i.e. user friendly interface design. | |
| 4 | All components of the proposed solution to be interoperable and seamlessly integrated. | |
| 5 | Customise personalised views based on user defined criteria without impact to system functionality or support process. | |
| 6 | Ability to create ad hoc reports, generate reports at various levels, facility to download reports in various formats like image/ Excel / CSV / Doc / PDF / Text / XML etc. and send reports electronically. | |
| 7 | System will support uploading/ downloading in common formats (MS Office / Adobe / etc.) | |
| 8 | System should have mail service integration. Ability to send email notification wherever needed. | |
| 9 | The system shall allow adding documents to the electronic file directly from the scanner or internal / external drive or email. | |
| 1 | Bulk data upload / change should be possible. | |
| 1 | Solution to provide integrated user management. | |
| 1 | Ability to provide access level security for Entry forms at Field level – Allow, Read only, hide, etc. | |
| 1 | Ability to configure the number of permissible log-in attempts. | |
| 1 | The system will create user roles and access rights based on user-defined criteria (role-based access control) | |
| 1 | Ability to provide multiple roles to a single user and bulk user maintenance and access management options. | |
| 1 | Solution to provide access level security for data at transactional level. | |
| 1 | Ability to delegate roles and permissions in case an employee is absent and his / her work (approvals/ rejections in a workflow environment) needs to be carried out | |
| 1 | Ability to revoke roles and permissions after the original employee joins back whose role was delegated to an alternate supervisor. | |
| 1 | Accepts the user-defined templates for leave, tender, travel/tours, etc. | |
| 2 | System should have inbuilt features like workflows, file tracking, and knowledge repository. | |



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| 2 | The system should be format agnostic and should allow storage of any digital data like images, Office files, engineering drawings, PDF, PDF/A, photographs, video & audio files. | |
| 2 | System should allow creation of custom indexing fields/ tags for different documents at Folder & File level. | |
| 2 | System shall provide the standard file hierarchy structure of folders and sub-folders to allow users and groups of users to manage and organise their documents. | |
| 2 | The departmental officials should be able to index folders, files, letters and documents on user-defined indexes like department, Letter No. file No., year, etc. | |
| 2 | The system's inbuilt viewer should have the capability to perform annotations such as highlight, sticky note, underline, hide certain text etc. on the documents image with user name, date and time of putting the annotations. | |
| 2 | System should have facility to set notifications (e.g. Notifying change of version of a file to all stakeholders) & Alarms (e.g. Delay in Approval) by email. | |
| 2 | System should have comprehensive & easy to set access rights controls at Folders & File level as well as Groups and users with Inheritance. | |
| 2 | The system should allow defining multiple levels of access rights (Delete / Edit / View / Print / Copy or Download) to officers based on their profile. | |
| 2 | The system should maintain audit-trail of all activities being done in the system, documents, etc. by users as well as administrators. | |
| 3 | Provides system audit-trail tracking by user defined parameters. | |
| 3 | System to maintain logs of all the transactions and audit-trails. | |
| 3 | System should support creating Additional custom fields in each module for storing additional data, as per requirements. | |
| 3 | The database should run with multiple nodes to provide a high level of availability and load sharing. | |
| 3 | Ability to produce customizable error messages. | |
| 3 | Ability for multiple windows to be open at the same time. | |
| 3 | Ability to support full functional operation on Laptops & Desktops. | |
| 3 | System permits multimedia file attachments (Word files, graphic images, audio or video clips) to records as work orders. | |

B. Security Requirement & Features

| | | |
|---|---|--|
| 1 | All the necessary procedures/ infrastructure/ technology / personnel should be established to ensure that the Security in the IIA APPLICATION SOFTWARE system is not compromised. | |
| 2 | The solution should have integrated security features that are configurable by the Master User or System Administrator to control access to the application, functional modules, transactions and data. | |



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| 3 | The solution should require the use of unique user IDs and passwords for authentication purposes, and Biometric and other devices as applicable. | |
| 4 | The application should allow for the following: <ul style="list-style-type: none"> • The enforcement of password standards • The establishment of a specified period for password expiration. • The prohibition of recent password reuse. | |
| 5 | Only the Master User or designated authority should be able to define functional access rights and data access rights to the users. He / she should be able to restrict access to sensitive data elements by named user, groups of users, or functional role. | |
| 6 | The systems should permit the Master User to assign multiple levels of approval for a single user. | |
| 7 | System should be auditable as per requirements from time to time. | |
| 8 | System should have audit logging capability to record access activity, including the following: <ul style="list-style-type: none"> • All log-in/log-out attempts by the individual users. • User submitted transactions • Initiated process • System override events, and direct additions, changes or deletions of data | |
| 9 | System should have the provision for Dashboard to view and analyze the log details. | |
| 1 | System should provide the ability to query the audit log by type of access, date and time stamp range, user ID and IP address. | |
| 1 | All the information assets (Information and Information systems) should be classified and security should be defined according to criticality of the information asset. | |
| 1 | System should ensure proper protection against malicious software. This would include implementation of an effective anti-virus solution, scanning for viruses at regular intervals or on certain triggers. | |
| 1 | Should have a disaster recovery plan and robust backup procedures. | |
| 1 | Provide security at the following levels: Department, Division, Role or Group, User ID, Screen, Menu, Report, Database Table, Object, Record, Field, Job Function, Transaction Type, etc. | |
| 1 | Ability for the system administrator to determine which fields are visible to users. | |
| 1 | Provide role-based security. | |
| 1 | Provide document-based security. | |
| 1 | Provide functional security to control what processes can be performed by certain users. | |
| 1 | Ability to log users off the system after an administrator-defined period of inactivity. | |



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| 2 | Data Encryption – The login passwords of all the users and the suppliers are to be encrypted at the database level. | |
| 2 | Secure Administrator Access – To prevent an administrator from misusing his access privileges, the system shall have dual level password verification before allowing an administrator access to a confidential module. The first password is to be provided by the administrator himself/herself and the second password is to be provided by the highest authority of the Institute, or his/ her designated official. | |
| C. Documentation Requirement (General List) | | |
| 1 | All Architecture documents, operating specifications, and system Flowcharts | |
| 2 | Database entity relationships, table formats, and data element descriptions; and Program module descriptions. | |
| 3 | Quality Assurance Plan stating the planned actions to ensure satisfactory delivery conforming to functional and technical requirements of Application Software. | |
| 4 | Interface Control Document, documenting the interface characteristics of the modules. | |
| 5 | Test Plan containing information on the software Test Environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes, schedule, resources, tools, procedures, environment definition, test cases, and software test results. The test plan document should have the information about the methodology, tools, etc. The Bidder has to provide the tools that are proposed to be used in the testing. | |
| 6 | Troubleshooting Guide / Handbook for Helpdesk which describes various troubleshooting methods for various problem scenarios. | |
| 7 | Operation Manual providing instructions for installing the application, troubleshooting, interpreting message logs, error codes with full descriptions and recovery steps, user screen and reports layouts and contents, application security and Frequently Asked Questions (FAQs) | |
| 8 | User Manual (online or downloadable content) providing detailed instructions in the form of a narrative on how to use the application. In addition, it shall describe how to access, submit inputs to, and interpret outputs from the application. | |
| 9 | Application Software Applications Training manual Module wise. | |
| 1 | A data dictionary listing out all the data elements shall be prepared. | |
| 1 | The Administrator shall maintain all documentation related to the Application Software including software artefacts and database with adequate traceability matrix and version control. | |
| 1 | All the documents/e-registers, reports mentioned in Points / clauses of Section III of this RFP. | |
| D. Software Essentials | | |



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| | | |
|---|--|--|
| 1 | Entire source code for the Application Software solution to be provided to IIA without charge. However, to secure the ownership of the Bidder or its OEM, cost-less non-disclosure agreement (NDA) may be signed in this regard between the selected Bidder and IIA. | |
| 2 | Only the latest versions of software application, and integration tools, wherever applicable, shall be used. | |
| 3 | The software license must allow modifications and derived works. | |

~End of Chapter 4 ~



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ANNEXURES



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ANNEXURE I

PRE-BID QUERIES FORMAT

(To be submitted well before the last date specified for Submission of pre-bid query)

To

[Date]

The Director,
Indian Institute of Astrophysics,
2nd Block, Koramangala, Bangalore - 560034

Madam,

Sub: Submission of Pre-Bid Queries.

Tender Ref. No.

Tender ID No.:

| SI No. | Point/ Clause No. & Section in the RFP document | Page No. of the RFP document | Point/ Clause description | Query/ Clarification sought in response to the Point/ Clause |
|--------|---|------------------------------|---------------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note: This format should be duly filled and endorsed with a covering letter.

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal)

Date



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ANNEXURE II

PROFILE OF THE BIDDER

| Sr. No | Particulars | Details |
|---------------|--|--|
| 1. | Name of the Company | |
| 2. | Registration Number of Firm, if any | |
| 3. | Month & Year of Incorporation | |
| 4. | Nature of the Company | Public Company / Private Company / One-person Company / Others (Please specify in case of others) |
| 5. | Company's Nature of Business | |
| 6. | Company's Legal Status | Private Ltd Company / Public Ltd Company / Partnership / Proprietorship / Joint Venture/ Consortium/ Others (Please specify in case of others) |
| 7. | Company Category | 1)Micro Unit as per MSME 2)Small Unit as per MSME 3)Medium Unit as per MSME 4)Ancillary Unit 5)SSI 6)Others (In case of Others please specify) |
| 8. | Experience in IT/ Application Software solution providing agency for 5 or more years (Self-attested Experience Certificate to substantiate the declaration) | YES/ NO ATTACHED / NOT ATTACHED |



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| | | |
|-----|---|--------------------------------------|
| 9. | Company should have experienced and qualified Software Engineers & Application Software experts on its rolls. | YES / NO |
| 10. | Registered Office Address | |
| 11. | Name of Contact Person | |
| 12. | Designation of Contact Person | |
| 13. | Contact Details | |
| | a.Mobile Number | |
| | b.Landline Number | |
| | c.Fax Number | |
| | d.E-mail Address | |
| 14. | Permanent Account Number (PAN) | |
| 15. | GST Registration Number | |
| 16. | TAN (if available) | YES/ NO. (If Yes, please specify) |
| 17. | Banker's Name, Address and Account Number | |
| 18. | Any other details, if any | YES/ NO. (If Yes, please specify) |

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal)

Date



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ANNEXURE III

POWER OF ATTORNEY FORMAT

Sample form of Power of Attorney for signing the Bid

(On Non-judicial Stamp Paper and duly notarized)

KNOW ALL MEN BY THESE PRESENTS,

We ___(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. _____(name), son/ daughter/ wife of and presently residing at _____, who is presently employed with us and holding the position of _____(designation), as our true and lawful attorney (*hereinafter referred to as the “Attorney”*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the _____(THE “IIA”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the IIA, representing us in all matters before the IIA, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the IIA in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the IIA.

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

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



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For _____

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

(Notarized)

(Signature, Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorised Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such IIT-P may be enclosed in lieu of the Power of Attorney.



ANNEXURE IV

FINANCIAL INFORMATION

| Criteria | Sub Criteria | FY | Total Financials |
|----------------------|--|-----------|-------------------------|
| Financial Capability | Turnover exclusively from business activities related to IT/ ITES services | 2020-21 | |
| | | 2021-22 | |
| | | 2022-23 | |
| Net worth | Measured as paid- up capital plus free reserves | 2020-21 | |
| | | 2021-22 | |
| | | 2022-23 | |

Signed & Certified by

Statutory Auditor of the Company

Note: Audited P&L and Balance Sheet to be submitted.



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ANNEXURE V

PAST EXPERIENCE OF THE BIDDER

| Sr. No | Name of Organisation to whom supplied | Name of Product & Version | Modules deployed | No. of Users | Value (INR) | Date of Contract Award | Date of Go-Live | Current Operational Status |
|--------|---------------------------------------|---------------------------|------------------|--------------|-------------|------------------------|-----------------|----------------------------|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |

REFERRALS (CLIENT SIDE): PROVIDE ONE REFERRAL ONLY PER CLIENT

| Sr. No | Particulars | Details |
|--------|---|---------|
| 1 | Name | |
| 2 | Designation (Head of Organization or Application Software Cell) | |
| 3 | Mobile Number | |
| 4 | Landline Number | |
| 5 | Email ID (Organisation issued) | |



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Note: Separate sheet to be submitted for each client. Documentary proof required:

Documentary Proof:

- Copy of Work order
- Certificate of successful implementation and satisfactory maintenance (issued by the client)

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal)

Date



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ANNEXURE VI

DECLARATION ON DEBARMENT / BLACKLISTING

To

[Date]

The Director,
Indian Institute of Astrophysics,
2nd Block, Koramangala, Bangalore - 560034

Madam,

Sub: - Selection of Implementation Agency for Supply, Installation, and Implementation & Hosting of Application Software to automate Procurement and Stores Functions extendable to HR & Finance modules of IIA Bangalore.

Tender Ref No.:

Tender ID No.:

I/We hereby declare that my company has not been debarred/ blacklisted as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organisations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal) Date



Indian Institute of Astrophysics
2nd Block, Koramangala, Bengaluru – 560034
Phone : 080 – 22541244 / 1234 / 1363
Email : purchase@iiap.res.in / store@iiap.res.in

ANNEXURE VII

CERTIFICATE OF CONFORMITY/ NO DEVIATION

To

[Date]

The Director,
Indian Institute of Astrophysics,
2nd Block, Koramangala, Bangalore - 560034

Tender Ref No.:

Tender ID No.:

CERTIFICATE

This is to certify that, the specifications of Software which I/We have mentioned in the Technical bid, and which I/We shall supply if I/We am/are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/We have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/We also certify that the price I/We have quoted is inclusive of all the cost factors involved in the end- to-end implementation and execution of the project, to meet the desired standards set out in the bidding document.

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal)

Date



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2nd Block, Koramangala, Bengaluru – 560034
Phone : 080 – 22541244 / 1234 / 1363
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ANNEXURE VIII

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS IN THE RFP

To

[Date]

The Director,
Indian Institute of Astrophysics,
2nd Block, Koramangala, Bangalore - 560034

Sub: - Selection of Implementation Agency for Supply, Installation, and Implementation & Hosting of Application Software to automate Stores & Purchase Functions of IIA Bangalore

Tender Ref No.:

Tender ID No.:

Madam,

This is to certify that the RFP document – RFP No.....dated _____ is carefully read & understood and all the sections and clauses are COMPLIED WITH UNCONDITIONALLY AND UNEQUIVOCALLY. There is no deviation from the terms & conditions of the RFP. I/We also hereby confirm that the solution proposed by us will meet the project requirements.

Yours faithfully,

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal)

Date

ANNEXURE IX

FORMAT FOR PROPOSED PROJECT TEAM

| Sr. No | Names of resources | Proposed role | Education Qualification | Relevant Experience | Total Experience |
|--------|--------------------|---------------|-------------------------|---------------------|------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Format for CVs

| Sr. No | Attribute | Details |
|--------|--|---------|
| 1. | Proposed position | |
| 2. | Name of Staff | |
| 3. | Designation | |
| 4. | Date of Birth | |
| 5. | Nationality | |
| 6. | Language(Speak/Read/Write) | |
| 7. | Educational Qualification (indicate degrees obtained and year of completion & other specialisations) | |
| 8. | Details of Certification(s) (indicate significant training/ certification which are relevant for this Project) | |



| | | | |
|-----|--|--|--|
| 9. | Details of relevant projects (atleast two) where staff has worked (Name of the Application Software Product must be mentioned in each project) | 1.Project 1 Name: 2.Project Detail: 3.Position Held (from month/ year - to month/ year): 4.Individual's Role & Responsibilities: 5.Individual's Deliverables: 6.Key Achievements: | |
| | | 1.Project 2 Name: 2.Project Detail: 3.Position Held (from month/ year - to month/ year): 4.Individual's Role & Responsibilities: 5.Individual's Deliverables: 6.Key Achievements: | |
| 10. | Employment Details | 1.From month/year - To month/year: 2.Employer: 3.Position Held: 4.Role & Responsibilities: | |
| | | 1.From month/year - To month/year: 2.Employer: 3.Position Held: 4.Role & Responsibilities: | |
| 5. | Signature of Staff | | |
| 6. | Date & Place | | |

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal)

Date



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ANNEXURE X

MANUFACTURER'S AUTHORIZATION FORM

To

[Date]

The Director,
Indian Institute of Astrophysics,
2nd Block, Koramangala, Bangalore - 560034

Subject: Issue of the Manufacturer's Authorization

Tender Ref No.:

Tender ID No.:

Madam,

I/We *<Name and Address of the OEM>* who are established OEMs having offices at *<addresses of office location>* do hereby authorise *<M/s _____>* who is our *<Distributor/ Channel Partner/ Retailer/ Others (please specify)>* to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their version.}

We hereby confirm that the offered Software is not likely to be declared as End-of- Service/ Support within next *<please specify>* years from the date of bid submission.

Yours faithfully,

For and on behalf of M/s(*Name of the manufacturer*)

(Authorised Signatory) –

Please attach proof Name, Designation & Contact Number:

Address:

Seal



ANNEXURE XI

PRICE FORM

| Item/Activity | Total Price in INR (without Taxes) [X] | Applicable Taxes (if applicable) in INR [Y] | Total Amount in INR [X+Y] | Total Amount Words (INR) |
|--|--|---|---------------------------|--------------------------|
| A. Cost of implementation of Application Software along with licensing of Application Software, Source Codes and other software (3 rd party, Operating System, etc.) as per this RFP. *This cost will be considered for arriving at L1 status. | | GST % - _____ | | |
| | | GST Amount - _____ | | |
| | | GST Amount - _____ | | |
| B. Cost of Application Maintenance & Enhancement Services Support for five years after the warranty period as per RFP scope and Cost of licensing of other software, (if any) *This cost will be considered for arriving at L1 status. | | GST % - _____ | | |
| | | | | |
| | | GST Amount - _____ | | |
| Grand Total for consideration of Total Bid Price (INR) = [A+B] | | | | |
| C. CHANGE REQUEST RATE PER MAN HOUR. *This cost will not be considered for arriving at L1 status. | | GST % - _____ | | |
| | | GST Amount - _____ | | |

The following points are to be noted before quoting the prices:

- Cost for Licensing:** Cost for Licensing of In-premise Application Software – (Perpetual) [Either OEM or Built from Scratch] and Cost for 3rd party Software license, Operating System etc. that is required for implementation of Application Software at IIA.
- Implementing Application Software:** This price includes Design, Development,



Delivery, Installation & Commissioning, and Training, etc. of an integrated Application Software at IIA, Bangalore with suitable customization as per the requirements.

(c) **Application Maintenance & Enhancement Services (AMES):** This price includes the software components, Operation & Maintenance Cost, Resource support team Cost, Change requests cost – 800-man hours per year and ATS for Software licenses as part of the Application Software, for a duration of 5 years from the date of completion of warranty period.

Note 1: **This Price form is for your reference only and ensure its not submitted as part of Technical Bid.** All Price Bids are to be submitted online on the portal. No Bids to be forwarded to IIA in postal. Bids received through Post / Courier Services / By Hand will be reverted back with/ without opening and without action.

Note 2: Care and caution should be exercised by the Bidder before quoting the prices for above mentioned items. The Price Form is a consolidated price inclusive of all the requirements mentioned in this RFP and also to which would be brought our through Pre-Bid Meeting and through any corrigendum.

Note 3: **AMES Price should be quoted consolidated for Five (05) years which will remain unchanged until the end of our Contract Warranty Period and AMES period of five (5) years. No increment in AMES prices for whatsoever reasons will be entertained by IIA. Breakdown for year wise and item wise Cost should be provided by the Bidder post opening of Financial Bids on demand. After completion of Five (05) Years of AMES period, for further extension of AMES, the price to be quoted by the successful bidder in future should not increase more than 5% for year on year basis, However, at no stage this shall exceed 50% of original price.**



ANNEXURE XII

BID SECURITY DECLARATION FORM

Tender Ref No.:

Tender ID No.:

To

[Date]

The Director,
Indian Institute of Astrophysics,
2nd Block, Koramangala, Bangalore – 560034

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

(a) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or

(b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and;

(i) fail or refuse to execute the contract, if required; or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the Implementing Agency, upon the earlier of (i) the receipt of your notification of the name of the Implementing Agency; or (ii) Thirty days (30) after the expiration of the validity of my/ our Bid.

Signed: (insert signature of person whose name and capacity are shown)



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in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorised to sign the bid for and on behalf of (*insert complete name of Bidder*) Dated on _____
day of _____ (*insert date of signing*) Corporate Seal (*where appropriate*)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



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Email : purchase@iiap.res.in / store@iiap.res.in

ANNEXURE XIII

DECLARATION FOR LOCAL CONTENT

(To be given on Company Letter Head for tender value below Rs.10 Crores)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

Date:

To

[Date]

The Director,
Indian Institute of Astrophysics,
2nd Block, Koramangala, Bangalore – 560034

Sub: Declaration of Local content

Tender Ref No.:

Tender ID No.:

1. Name of Tender / Work: -__
2. Country of Origin :
3. We hereby declare that items offered have ____%local content.
4. Details of location at which local value addition will be made / made: (Complete address to be mentioned)

“Local Content” means the amount of value added in India which shall be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours Faithfully,

For and on behalf of the Bidder

(Signature)

(Name of the Authorised Signatory, with Official Seal)

Date



ANNEXURE XIV

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID

| SL NO | DESCRIPTION | ANNEXED TO TECHNICAL BID (YES /NO) |
|-------|--|------------------------------------|
| 1. | Annexure II - Profile of the Bidder | |
| 2. | Annexure III - Power of Attorney | |
| 3. | Annexure IV - Financial Information | |
| 4. | Annexure V – Past Experience of the Bidder | |
| 5. | Annexure VI – Declaration on Debarment / Blacklisting | |
| 6. | Annexure VII - Certificate of Conformity/ No Deviation | |
| 7. | Annexure VIII - Declaration Of Acceptance Of Terms & Conditions in the RFP | |
| 8. | Annexure IX - Format for Proposed Project Team | |
| 9. | Annexure X - Manufacturer's Authorization Form | |
| 10. | Annexure XII – Bid Securing Declaration Form | |
| 11. | Annexure XIII - Declaration for Local Content | |
| 12. | Compliance to Functional Requirement of Procurement & Inventory Management Modules [Vol-II, Ch. 4.1] | |



| | | |
|-----|---|--|
| 13. | Compliance to Inter-Linked and Common Functional Requirements [Vol-II, Ch. 4.2] | |
| 14. | Compliance to other Technical Functional Requirements [Vol-II, Ch. 4.3] | |
| 15. | Technical solution being offered providing information, architecture and performance details, etc.[Vol-I, 1.5.2(c)] | |
| 16. | Product brochure/ Technical Specifications/ Data Sheets for the solution being offered. [Vol-I, 1.5.2(c)] | |
| 17. | Response and supporting documents against Technical Evaluation Criteria given in Section 1.9.2 i.e., Parts A to E [Vol-I, 1.5.2(d)] | |
| 18. | Details about Post Implementation warranty and AMES support. [Vol-I, 1.5.2(e)] | |
| 19. | Any other relevant documents (if any) | |



ANNEXURE XV

FORMAT FOR NON-DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS THE _____ DAY OF _____, 2024

BY AND BETWEEN

Indian Institute of Astrophysics, an Autonomous Body under the aegis of Department of Science and Technology which is a division of Ministry of Science and Technology under Government of India and having its registered office at 2nd Block, Koramangala, Bengaluru, Karnataka – 560034 hereinafter referred to as “**PARTY 1**”, which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) OF THE ONE PART;

AND

[*Please fill in Successful Bidder's Company name*] a company incorporated under the Companies Act, 2013 and having its registered office at [Please fill in address](hereinafter referred to as “**COMPANY**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) OF THE OTHER PART;

PARTY 1 and COMPANY shall hereinafter be referred to as such or collectively as “Parties” and individually as “Party”.

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into a potential business arrangement in relation to Planning, Designing, Implementation and Maintenance of Application Software (Procurement and Inventory / Asset Management Modules) (“Proposed Transaction”);

AND WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other's business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as “Confidential Information”, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. “Confidential and or proprietary Information” shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include,



without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.

3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information, agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.

4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.

5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

7. Confidential Information, however, shall not include any information which the Receiving Party can show:

- i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
- ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
- iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
- iv) has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.



8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to cooperate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks is necessary to disclose in relation to the Proposed Transaction.

14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and



continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

- i. years after the termination of the binding agreement
- ii.years after the expiry of the binding agreement

(whichever is earlier)

15. Each Party warrants that it has the authority to enter into this Agreement.

16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

18. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of COMPANY shall be considered as employees of PARTY 1.

19. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Bangalore, India and the arbitration proceedings shall take place in the English language.

20. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

21. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.



Indian Institute of Astrophysics
2nd Block, Koramangala, Bengaluru – 560034
Phone : 080 – 22541244 / 1234 / 1363
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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

Party 1 (IIA)
Signature 1
Name
Désignations
Place
Date

[Please fill in Successful Bidder's Company name]
Signature 1
Name
Désignations
Place
Date

Signature 2
Name
Désignations
Place Date
Date

Signature 2
Name
Désignations
Place
Date



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ANNEXURE XVI

PRICE FORM FOR HRMS & FINANCE MODULES

| Item/Activity | Total Percentage Increase from Original Cost |
|---|---|
| A. Approximate Percentage Increase in the Cost of Implementing (extending to) HRMS and Finance Modules, in future at discretion of IIA. | |
| B. Approximate Percentage Increase in Annual Maintenance Cost for HRMS and Finance Modules. | |

Note: Please note that these shall be indicative prices only and shall not be considered for arriving at L1 status.

~END OF RFP DOCUMENT~

Contact Information

Email: jayantrajwani@gmail.com

Name: Jayant

Phone: 8885444431

Title: CPO

Evaluation Criteria

- Experience and Expertise: Proven track record in developing successful mobile applications, particularly in the fitness industry.
- Technical Capabilities: Demonstrated proficiency in relevant technologies and ability to deliver a high-quality product.
- Project Understanding: Clear comprehension of the project objectives, requirements, and target audience.
- Proposed Solution: Comprehensive and well-defined approach to app development, including design, technology, and methodology.
- Timeline and Budget: Realistic project timeline and competitive pricing within the specified budget.
- Communication and Collaboration: Strong communication skills and a collaborative approach to working with clients.

Functional Requirements

User profiles: Allow users to create personalized profiles with their fitness goals, preferences, and activity level.

Workout tracking: Enable users to log workouts, track their progress, and analyze their performance.

Personalized workout plans: Generate tailored workout plans based on user goals, fitness levels, and preferences.

Nutrition tracking: Allow users to log their food intake, track macronutrients, and receive personalized nutrition advice.

Community features: Include social features like forums, chat groups, and challenges to foster a supportive community.

Wearable device integration: Integrate with popular wearable devices for seamless data syncing and tracking.

On-demand content: Provide access to a library of on-demand workout videos, guided meditations, and educational content.

Gamification: Incorporate gamification elements like badges, leaderboards, and challenges to motivate users.

Progress tracking and analytics: Provide users with comprehensive insights into their progress and achievements.

Project Objectives

- Develop a user-friendly and engaging mobile app that provides a comprehensive fitness platform for enthusiasts.
- Offer personalized workout and nutrition plans based on user goals, fitness levels, and preferences.
- Create an interactive community feature that allows users to connect with each other, share their fitness journeys, and participate in challenges.
- Integrate with wearable devices for accurate data tracking and analysis.
- Provide value-added features such as on-demand workout videos, educational content, and progress tracking tools.
- Launch a successful app with a strong marketing strategy to attract and retain users.

Project Timeline and Budget

Budget: INR 50 Lakhs

Requirements: Provide a detailed project timeline outlining key milestones and deliverables.

Proposal Submission Requirements

- Company Overview: Provide a brief overview of your company's experience in mobile app development, particularly in the fitness industry.
- Technical Expertise: Outline your team's technical skills and experience with relevant technologies.
- Project Understanding: Demonstrate a clear understanding of the project objectives and requirements.
- Proposed Solution: Describe your proposed approach to developing the app, including design concepts, technology stack, and development methodology.

- Timeline and Milestones: Provide a realistic project timeline outlining key milestones and deliverables.
- Cost Breakdown: Include a detailed cost breakdown for all aspects of the project.
- References: Provide at least three client references from previous projects of similar scope and complexity.

Request for Proposal

Company: Cult Fit

Contact:

Email: jayantrajwani@gmail.com

Phone: 8885444431

Date: 27/05/2024

Project:

Description: Cult Fit is seeking a qualified IT company to design, develop, and launch a mobile application

Name: Development of a Fitness Enthusiast App

Submission Deadline

4 months

Target Audience

- Fitness enthusiasts of all levels
- Individuals seeking personalized workout and nutrition plans
- People interested in joining a supportive fitness community
- Users who want to track their progress and achieve their fitness goals

Technical Requirements

- Platform compatibility: The app should be compatible with iOS and Android operating systems.

- Scalability: The app architecture should be designed to handle a large user base and potential future growth.
- Security: The app must prioritize data security and comply with relevant privacy regulations.
- API integration: The app may require integration with third-party APIs for features such as payment processing, wearable device syncing, and social media sharing.
- Database: A robust and scalable database system is required to store user data, workout information, and other app content.
- Create a web application.

Request for Proposal (RFP) for the Selection of an Agency to Establish Digital Experience Center at NITI Aayog

GeM ID: _____

National e-Governance Division (NeGD)
Ministry of Electronics & Information
Technology,
Electronics Niketan,
New Delhi

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1 Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form, by or on behalf of National e-Governance Division (NeGD), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by NeGD. This RFP is to invite proposals from applicants who are qualified as per the criteria mentioned in this document. The purpose of this RFP is to provide the Bidder(s) information and to assist them in formulation of their proposals (Bids).

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. NeGD reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be made accessible to all the Bidders through website of NeGD (<https://negd.gov.in/>) and as corrigendum/addendum on GeM Portal. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by NeGD.

NeGD reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of NeGD shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

2 Bid Details

| | |
|------------------|--|
| Purchaser | NeGD |
| Address | Ministry of Electronics & Information, Technology, Electronics Niketan, New Delhi |
| Website | www.negd.gov.in |

2.1 Process of Selection

The process of selection of successful Bidder would be as follows:

- Issue of RFP
- Pre-Bid Meeting/Clarification/Corrigendum (if any)
- Submission of Bids
- Screening of Pre-qualification/Eligibility Bids
- Technical and Financial Evaluation will be done using QCBS (Quality and Cost Based Selection) method following weightage of 70 (Technical):30 (Financial)
- Technical Bid Evaluation including presentations-Technical Score
- Bidders securing 70 or more marks in technical evaluation will be qualified for financial evaluation.
- The bidder secured Rank 1 (i.e. the most responsive bid, securing highest score) after technical and financial evaluation will be selected for the award of work.

2.2 Activities

| Activities | Date & Time |
|--|-----------------------|
| Date of Issuance of RFP | 21.11.2023 |
| Submission of pre-bid written queries (e-mail only) shubham.kadam@digitalindia.gov.in | 22.11.23 till 6 PM |
| Pre-Bid Conference/Meeting (Online)–The meeting link will be published at negd.gov.in. <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2RIODViMWitZGUzNy00MDAwLThmZjQtMGY0MDNjMDNjOTQx%40thread.v2/0?context=%7b%22Tid%22%3a%2200c0d701-f51f-46c2-9b53-34d49bf89748%22%2c%22Oid%22%3a%229fda8931-8f41-4cc7-822e-f3b076798de7%22%7d </div> | 24.11.23 and 11:00 AM |
| Publication of pre-bid clarifications and issue of Corrigendum/Addendum (if any) to be published at relevant sections of www.negd.gov.in & GeM Portal–www.gem.gov.in. | 26.11.23 and 11:00 AM |
| Last Date for submission of bids at GeM Portal only–www.gem.gov.in. | 11.12.23 and 11 AM |
| Opening of Pre-qualification/Eligibility Bids. The meeting | |

| Activities | Date & Time |
|---|--|
| link will be published at www.negd.gov.in. (OPTIONAL TO PARTICIPATE FOR BIDDERS WHO SUBMITTED BIDS) | |
| Opening of Technical Bids. | Will be intimated to the shortlisted bidders |
| Technical Presentation (Online) (MANDATORY TO PARTICIPATE FOR SHORTLISTED BIDDERS) | Will be intimated to the shortlisted bidders from eligibility evaluation round |
| Financial Bid Opening (Online) | Will be intimated to the shortlisted bidders from technical evaluation round |
| Letter for Award of Work | Will be communicated to the bidder selected |
| Note: <ol style="list-style-type: none"> NeGD reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on NeGD's website and through contact details. This bid document is not transferable. If a holiday is declared on the dates mentioned above, the bids shall be received/opened on the next working day at the same time specified above and at the same venue unless communicated otherwise. | |

2.3 RFP Validity period

- a. RFP responses will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the last date of submission of bids.
- b. NeGD shall also have the right at its sole and absolute discretion to engage the selected bidder for similar work at any other location for future requirements.

2.4 Communication on the RFP

- a. Prospective bidders are required to direct all communication for any clarification related to this RFP adhering to the timeline indicated in this RFP, to the RFP Coordinator mentioned below:

Barnali Mukherjee, ADDITIONAL DIRECTOR

Ministry of Electronics & Information Technology,
Electronics Niketan, New Delhi

- b. All queries relating to the RFP, pre-qualification, technical or otherwise, must be submitted by email only (Shubham.kadam@digitalindia.gov.in) and will be entertained by NeGD only in respect of the queries received up to the date and time specified in the section Bid Details (sub **Section 2.2**). NeGD will respond to the queries in the pre-bid meeting/through posting at the website(s). Post pre-bid meeting, the clarifications/corrigendum(s)/Addendum(s) will be published at NeGD & GeM Portals in the relevant sections.
- c. NeGD may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any Bidders after the closure of RFP and all such information and material provided will be taken to form part of that Bidders response.

2.5 Bid Security/EMD

The bidder(s) are required to submit Bid Security Declaration with their bid as per format given at **Annexure 11**

2.6 Performance Bank Guarantee

The Bidder(s) selected for award of work will be required to provide an unconditional and irrevocable Performance Bank Guarantee of **5% (five percent)** of the total work order value from a Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 10 days of intimation from NeGD. The same shall be kept valid up to 60 days, beyond the duration of work period. If the Bidder fails to furnish Performance Bank Guarantee within 10 days from the date of issue of Work Order by NeGD for any reason whatsoever, the Bidder may be penalized with suspension from participation in future procurement processes for a period of up to one year. The cost of Performance Guarantee would have to be borne by the successful Bidder(s). In case, the work duration is extended for any reason, the PBG need to be extended accordingly by the Bidder keeping the validity up to 60 days, beyond the extended period.

3 Definitions

- a. “Digital Experience Center” means a physical immersive space in the premises of NITI Aayog at Sansad Marg, New Delhi, which will provide an engaging experience to stakeholders on data visuals and other exhibits, to help inform decision-making.
- b. “Bidder/Applicant/Consultant” means the entity or firm who is submitting its proposal for providing services to NeGD.
- c. “Affiliates/Group Companies” means membership firms working under the common brand name and engaged in similar activity of providing consulting services and registered in India.
- d. “Partner” means a partner as defined under Partnership Act, 1932 and includes a professional sharing profit in a consulting firm/LLP under the Limited Liability Partnership Act, 2008.
- e. “Proposal/Bid” means the Eligibility/Pre-qualification and Technical Proposal.
- f. “RFP” means this “Request for Proposal” prepared by NeGD for the selection of a Bidder.
- g. “Assignment” or “Project” or “Services” or “Job” means the work to be performed by the Bidder pursuant to the contract as and when required for which the RFP is published.
- h. “Terms of Reference (TOR)” means the section included in the RFP (at Section 7) which explains the tentative Scope of Work, activities, tasks to be performed by the Bidder selected under this RFP.
- i. “Contract” or “agreement”/acceptance of the RFP terms and Conditions and Work Order Issued mean the contract signed by the parties.
- j. “Agency” shall mean the successful bidder (Person, organization, Consortium) who is selected by the NeGD at the end of the RFP process for execution of the Project and shall be deemed to include the Agency’s successors, agent(s), agency, representatives (approved by NeGD), heirs, Affiliates, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement.
- k. “Day” means a calendar day.
- l. “Parties”- Party or Parties means NeGD or Bidder or both; as the case maybe.
- m. “Deliverable(s)” shall mean all of the equipment, sub-systems, hardware, software, products, accessories, software, source code, documentation, reports and/or other material/items which the Agency is required to supply, install and maintain under the scope of the Agreement.
- n. “Documents” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents /records as contemplated as per Information Technology Act 2000 and the rules framed under the said Act;
- o. “OEM” means the original equipment manufacturer of any equipment / system / software / product who is / are providing such Goods to the Authority under the scope of this RFP or the Agreement;
- p. “O & M” shall mean Operations and Maintenance services for the software, hardware and other IT and Non-IT infrastructure installed as part of the project after Go-Live or Phase wise Go-Live and for a period of 3 years from the date of Go-Live or phase wise Go-Live. Warranty period of the products supplied under the project i.e., hardware, software, IT/Non-IT systems etc., will be considered after phase wise Go-Live only.
- q. “Service Levels” shall mean the level of service to be provided/rendered by Agency for executing/completing the Works and for meeting its various obligations under the

Agreement and shall include the meaning set forth in Section ----- of this RFP

- r. "Termination Notice" shall mean the notice issued by either Party to the other Party in accordance with the provisions of the Agreement terminating the Agreement;
- s. "Project Team" means the Agency Key Personnel, team members or any other person duly authorized by the NeGD for the execution of the Works and the Project.

4 About Purchaser

The National e-Governance Division (NeGD) was established in 2009 as an Independent Business Division under the Ministry of Electronics & Information Technology, within the Digital India Corporation (formerly known as Media Lab Asia). NeGD has since played a crucial role in supporting the Ministry of Electronics & Information Technology (MeitY) in managing and implementing various e-Governance Projects. It provides technical and advisory assistance to Ministries, Departments, and Government organizations at both the Central and State levels.

NeGD's primary focus areas encompass program management, project development, technology management, capacity building, and awareness and communications-related activities under the flagship Digital India Programme. The division has been instrumental in the development and management of several National Public Digital Platforms, including DigiLocker, UMANG, Rapid Assessment System, OpenForge, API Setu, Poshan Tracker, Academic Bank of Credits, National Academic Depositories, National AI Portal, MyScheme, India Stack Global, Meri Pehchaan, and others.

The existing roles and responsibilities of NeGD are as follows:

- i. Providing strategic direction for framing policies and implementation strategies for the Digital India Programme in various e-Governance domains.
- ii. Offering proactive support to Central and State Governments for Mission Mode Projects and other e-Governance initiatives.
- iii. Acting as a facilitator and catalyst for the successful implementation of the Digital India Program by collaborating with various Ministries and State Governments.
- iv. Providing technical assistance to Central Ministries and State Line Departments in their e-Governance projects, either directly or in partnership with professional consultants.
- v. Conducting technical appraisals of e-Governance projects, evaluating aspects such as overall technology, architecture, framework standards, security policies, service delivery mechanisms, and common infrastructure sharing.
- vi. Developing generic/model Expression of Interest, Request for Proposal, Standard Contracts, PPP Models, and other related documents to be used by the States for various stages and requirements of projects.
- vii. Ensuring effective citizen engagement and communication with all stakeholders through offline and Social Media channels.
- viii. Conducting impact assessments and measuring e-Readiness of e-Governance projects in all States and Union Territories.
- ix. Managing recruitment, deployment, and HR aspects of specialized resources in State e-Governance Mission Teams across all States and UTs.
- x. Initiating training and development programs, including the development of competency frameworks, training guidelines, case studies, etc.
- xi. Developing Online and Web-based Training and establishing a Learning Management System.
- xii. Through its multifaceted roles and responsibilities, NeGD actively contributes to the growth and advancement of e-Governance in India, enhancing accessibility, efficiency, and transparency in governance processes while ensuring citizen-centric service delivery. For more information about NeGD, please visit www.negd.gov.in

5 Invitation

NeGD invites Proposals (the “**Proposals/Bids**”) for appointment of an Agency to work as per the Terms of Reference (ToR) given in **Section 7**. The Bidders/Applicants desirous of taking up the project are invited to submit their Proposal/Bid in response to this RFP. The criteria and the actual process of evaluation of the proposals in response to the RFP will be entirely at NeGD’s discretion. The Bidders/ Applicants should have the necessary experience, capability and expertise to perform, as per the Terms of Reference and to adhere to NeGD’s requirements. The RFP is not an offer by NeGD, but an invitation to receive responses from potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal work order is issued by duly authorized official(s) of NeGD with the Successful Bidder.

6 Eligibility Criteria

6.1 Eligibility/ Pre-qualification Criteria

The proposals/bids are being invited under this RFP from the Agencies registered at www.gem.gov.in and fulfill the following criteria:

| Sr. No | Details | Supporting Documents to be submitted |
|--------|---|--|
| 1 | The Bidder should have been in existence in India at least 10 year or more (from the date of publication of RFP) either by the date of incorporation in India or by virtue of functioning as a Branch office of a parent company with operations & projects in India. | Certificate of Incorporation / Constitutional Documents / deed / or any other proof confirming company existence |
| 2 | The Bidder should have a functional office in Delhi NCR | Declaration by authorized signatory mentioning addresses and contact details (email & phone, mobile etc) of local head. (Refer Annexure 8) |
| 3 | The bidder should have valid GST and PAN Registrations | Certificates on GST Registration and PAN |
| 4 | The Bidder should have Expertise and practical knowledge in establishing, operating, and maintaining a Centre with digital experience components or/and designed and conceptualized at least one similar project i.e. Experience Centre, Interpretation Centre, or Multimedia Exhibitions or Permanent Exhibitions (completed and made functional) of value of at least Rs. 3 Crore or above in the last 5 years (from the date of publication of RFP) with expertise like spatial exhibit design, exhibit production detailing pertaining to physical and tech based installations, interior fabrication and fit-out works, interactive systems & touch-tables including development of applications, LED screens, video conference setups, digital whiteboard, content creation, data fetching and its adaptation basis required output, graphic design for illustrated and / or montage panels & signage work, HVAC works, lighting works, strategizing & successful commissioning of Security Protocols, etc MOA of the Bidder/Agency should have " service of establishing, operating, and maintaining a Centre with digital experience components or/and designed and conceptualized or services in similar nature" as either main objective or ancillary to the main objective in | Copy of Work Order And, Client Certificates (refer Annexure 5) And, Copy of MOA |

| Sr. No | Details | Supporting Documents to be submitted |
|--------|--|---|
| | “Details” column. | |
| 5 | <p>The applicant must have below mentioned manpower and with relevant qualifications and experience as employees/ associates/ consultants.</p> <ul style="list-style-type: none"> • Lead Project Manager with minimum experience of at least 10 years. • Project Manager Spatial Transformation with minimum experience of at least 10 years. • Interior Designer or Industrial Designer with degree in B.Arch. or equivalent as approved by CoA act 1972 or Diploma in Interior Designing with min. 5 years of professional experience. • Project Manager IT to have worked in windows and web-based applications with minimum experience of at least 10 years. • Software Developer with minimum experience of at least 7 years. • Web Developer with minimum experience of at least 5 years. • Creative & Content Director with minimum experience of at least 10 years. • Audio Visual Expert with relevant graduation in electronics & communication engineering with 7 years of professional experience. • Graphic Designer with minimum 7 years of professional experience. • Content Strategist with minimum experience of at least 5 years. • Electrical Expert with relevant graduation in Electrical Engineering with 7 years of professional experience. • Lighting Expert with relevant graduation in Mechanical Engineering with 7 years of professional experience. • HVAC Expert with relevant graduation in Mechanical Engineering with 7 years of professional experience. • Security Strategist with minimum experience of at least 10 years. • Security Expert with minimum experience of at least 5 years | <p>Refer Annexure 12 - countersigned by HR Head/Director/Authorized Signatory</p> |
| 6 | <p>The Bidder must have average annual turnover of at least Rs. 15 Crores (Rupees Fifteen Crores Only) or more during last three financial years i.e. (2020-21, 2021-22 and 2022-23)</p> | <ul style="list-style-type: none"> • CA Certificate (Refer Annexure 13) and • Audited Annual Accounts for the last three years |
| 7 | The Bidder should not be owned or controlled by any | Self-Declaration by the Bidder |

| Sr. No | Details | Supporting Documents to be submitted |
|---------------|--|--|
| | Director or Employee (or Relatives) of NeGD/DIC and any of its Divisions. | on Company's letter head (refer Annexure 7) |
| 8 | <p>The Bidder has not been penalized or found guilty in any court of law and the (firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under:</p> <ul style="list-style-type: none"> • Prevention of the Corruption Act, 1988 in last three years from bid submission date • The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last 1 year from bid submission date | Self-Certification by the Bidder on Bidder's letter head to be provided. (refer Annexure 7) |
| 9 | The Bidder has not defaulted to any Government entity within the jurisdiction of India. | Self- declaration as per the format (refer Annexure 6) |

Note:

- Cut-off date for the above to be taken as date of publication of tender unless other wise specified.
- Documentary evidence must be submitted for each Criteria.
- Self-declaration needs to be signed by Authorized Signatory / as specified.
- NeGD may independently verify the documents either on its own or through 3rd party

6.2 Technical Bid/Proposal

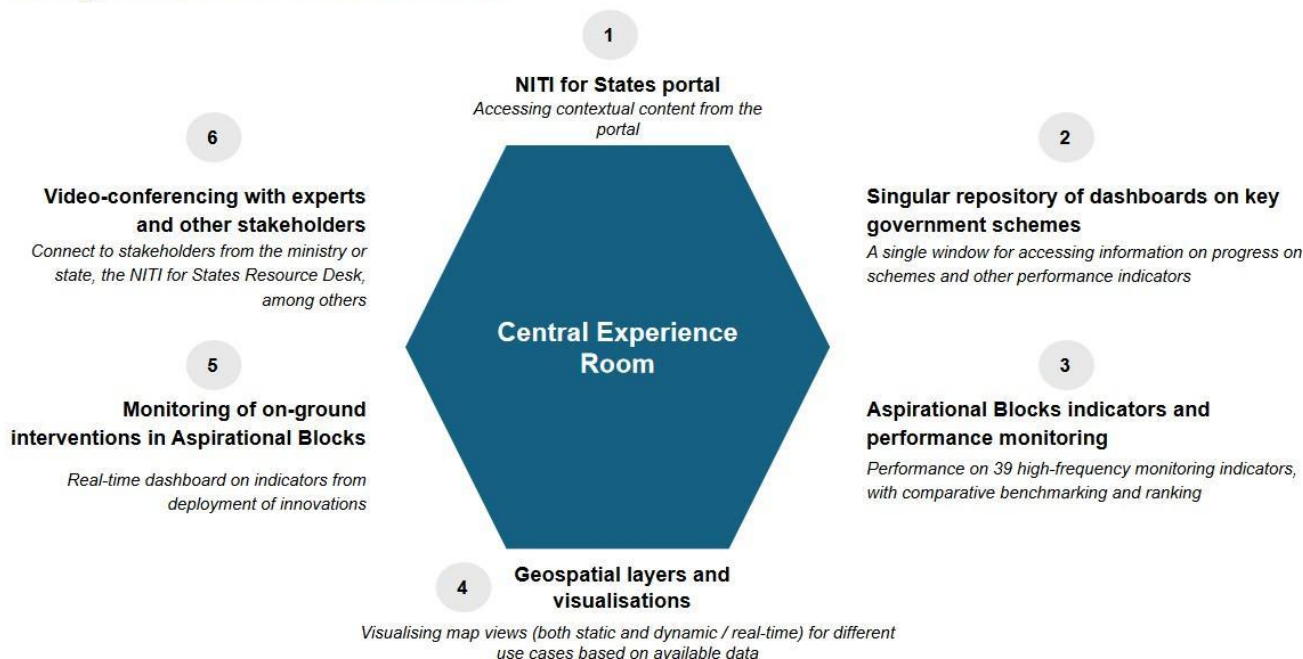
- Technical proposal will include details of overall approach to the Scope of Work listed in this RFP.
- In Technical presentation bidders need to mention exact hardware they will be using along with specifications. If Bid is without proper information, the committee will disqualify the bidder
- The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Bid shall comply with the format given at **Annexure 5.**

7 Terms of Reference (ToR)

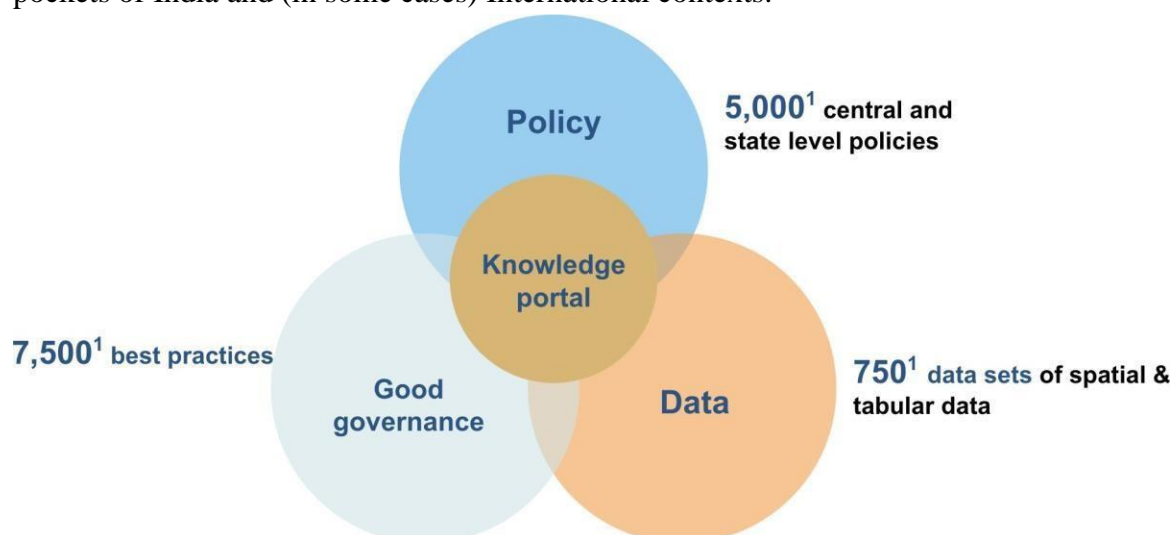
7.1 Background

- Recognising the immense potential of transformative projects being implemented across the country, to bring in efficiency and effectiveness in citizen-centric services, socio-economic transformation, especially in the fields of education, health, skill-building, entrepreneurship and in creating employment opportunities, it was considered prudent to demystify the concept of digital experience and disseminate information on various initiatives taken up by various Central and State Governments, to the people.
- Keeping the above in view, NeGD has proposed to establish a state of the art Digital Experience Center at its office (NITI Aayog) at New Delhi.
- A Digital Experience Center is envisaged at the NITI Aayog premises, to curate an immersive and interactive experience for policymakers and decision-makers, to enable them to take evidence-based decisions. To support this crucial endeavour and enhance the capabilities of policymakers at Central, State/UT, District and Block level, NITI Aayog envisions the creation of a dedicated Digital Experience Center. NITI for States portal will be one of the cornerstones for the static content to be used in the Digital Experience Center. Other real-time information will be sourced from geospatial layers, dashboard of flagship schemes, etc.
- The Digital Experience Center aims to revolutionize policymaking by seamlessly integrating data-driven insights, fostering collaboration, and enabling evidence-based governance. Through the convergence of cutting-edge technology, geospatial data, and real-time monitoring, the Digital Experience Center will empower policymakers to navigate complex challenges and steer the nation towards sustainable growth and development.
- The Digital Experience Center will bring in following key capabilities to aid stakeholders in taking evidence-based decisions:

The Central Experience Room will bring in key capabilities to aid stakeholders in taking evidence-based decisions



- **NITI for States Portal:** The NITI for States portal / Knowledge Portal, is a repository of policies across states and union governments, best practices from national and (in some cases) international contexts, and multiple data sets. These three pillars, looked at together, are aimed to provide key information to aid in decision-making. The NITI for States portal will be one of the cornerstones for the content (static as well as dynamic) to be used in the Digital Experience Center. The NITI for States portal / Knowledge Portal, is being developed as a repository of policies across States and Union Governments, best practices from different pockets of India and (in some cases) International contexts.



The NITI for States portal covers the **following sectors and cross-cutting areas** –

Ten Core Sectors

- Education
- Health
- Manufacturing
- Livelihoods, Employment & Skilling
- Water resources & WaSH
- Urban
- Energy
- Tourism
- MSME
- Agriculture

Six cross-cutting themes

- Sustainable Development Goals
- Gender & Social Inclusion
- Digital Technology
- Monitoring & Evaluation
- Innovation
- Climate

- **Area Based Planning:** Digital Experience Center with Geo-spatial Visualization showcases the presence of related assets such as anganwadi centers, schools, road connectivity, etc. in a particular region and help key stakeholders to identify gaps for necessary intervention such as scheme/service convergence for fund allocation, infrastructure such as Anganwadi Centers, road, bridge, etc. or any other.
- **Dashboards on Key Government Flagship Schemes:** A dashboard for assessing information on flagships schemes on socio-economic and other indicators will be presented to monitor the progress.
- **Aspirational Blocks Programme indicators performance monitoring** the programme focuses on improving governance to enhance the quality of life of citizens and service delivery in 500 blocks from across 27 States and 4 Union Territories of India. Each block will focus on monitoring 40 key socio-economic indicators categorized under major themes: Health and Nutrition, Education, Agriculture and Allied Services, Basic Infrastructure and Social Development
- **Frontier@50 Technology Intervention:** Real time monitoring of the digital infrastructure proposed to be installed at Aspirational Blocks by start-ups and innovators.
- Video Conferencing and Stakeholder discussion capabilities

The aforementioned elements are indicative and not exhaustive. The Digital Experience Centre can evolve with more features and content, as per the needs of stakeholders in the future.

- Key Stakeholders
 - Public Representatives (Union Ministers, Chief Ministers, etc.)
 - PMO/Cabinet Secretariat
 - Central Ministries/Departments Officials
 - States/UTs Departments Officials
 - NITI Aayog

8 Scope of Work, Deliverables & Timelines

8.1 Scope of Work

8.1.1 Concept Design & Architectural Planning

- a. To create innovative interior layout/ architectural design and planning optimized for interactive exhibits, immersive displays, and visitor flow for an area of approx 490 sq. ft (Layout mentioned below).
- b. To design visually appealing and functional spaces that accommodate various exhibit themes, including furniture and fixtures.
- c. To develop plans for lighting, sound, display, and projection systems to enhance the visitor experience.
- d. To provide at least 3-5 alternative layout plans for internal evaluation and finalization.

8.1.2 Software Development and Integration:

- a. To develop a common interface software for the exhibits.
- b. To integrate software solutions from internal and external stakeholders (such as government websites and software) through API Integration/URL depending on arrangement with concerned stakeholders to ensure a cohesive and user-friendly experience.
- c. To conduct rigorous testing to ensure the reliability, seamless performance of all digital systems.
- d. To visualize and design user-flows for seamless navigation for different content types and different categories of users, different screens.
- e. Software should be prepared in a plug-and-play model where newer websites/ software can be easily integrated in a minimal bespoke development.
- f. Quality assurance, debugging & testing of software being developed, including dedicated in-person assistance to operate the software
- g. The software to have AI based Chatbot or Chat Interface, encompassing the Open AI Large Language Models integration to enhance Customer Experience.**
- h. The common Interface Software and AI Based chatbot can be hosted on Meity approved CSPs, having native services such as API Based integration, Managed Application, databases, Security & Large Language Models with all services hosted out of India Datacenters.**

8.1.3 Hardware Supply and Integration

- a. Deployment of state-of-the-art sectoral hardware / specification for setting up of the Centre
- b. Deployment of the Hardware as per the latest industrial standards (such as ISO/BIS Standard).
- c. Continuous maintenance and updation/ upgradation of the technology (not older than Long Term Support i.e., LTS version) / hardware

8.1.4 Audio-Video Content Production

- a. To produce multimedia content, including videos, interactive simulations, etc.
- b. Create high-quality audio and video content, including narrations, soundscapes, and video presentations, especially for the external video wall, a welcome screen for visitors and other similar use cases
- c. Integrate audio-visual elements seamlessly into the exhibits for an immersive experience.

8.1.5 Fit-Outs and Infrastructure Work

- Fit-out activities, including the procurement and installation of furniture, lighting, and exhibit structures.
- Infrastructure work, including electrical and networking setup.
- Ensure compliance with safety standards and building codes.

8.1.6 Operations and Maintenance (3 Year):

- To develop a comprehensive strategy for the ongoing management and maintenance of the digital exhibits and technologies for a period of 3 years.
- To provide in person training for staff members on equipment/application operation, troubleshooting, and visitor interaction.(Once in every 3 months).
- Define O&M personnel, their competency and training
- Define risks and dependencies as well as mitigation plan
- Ensure systems and cloud facilities are always up and running
- Manage installations, configurations, updates and upgrades including backups, as and when required
- Ensure real time monitoring of service levels, performance and utilization of all systems, devices, equipment and manpower resources
- Training sessions to be conducted at a regular frequency for NeGD Staff/members (quarterly)
- May increase for a block of 2 years on the mutual decision between NEGD and the performance of the successful bidder

The aforementioned information parameters are only indicative and not exhaustive.

8.1.7 Indicative/ Suggested list of Hardware

Touch Walls/LED/LCD (x2):

- * High-resolution touch screens with multi-touch capability (according to design and space) Minimum Full HD.
- * Minimum size: 4 meters by 1.5 meters or more
- * Powerful processors and graphics cards to manage interactive content smoothly.
- * Minimum Processor: Higher processor with a clock speed of 3.0GHz or more.
- * Minimum capabilities of Graphics Card for comparable high-quality graphics rendering.
- * Memory: Minimum 16GB DDR5 RAM for smooth multitasking.
- * Durable, scratch-resistant glass surfaces.
- * Integration with gesture recognition technology for interactive presentations. Projected Capacitive Touch (PCT) with min 10 simultaneous touch points.
- * Response Time: Ultra-low latency (less than 6ms) for real-time touch interactions.
- * Internet connectivity for real-time updates. Ethernet plug-in or WiFi.

Centre Table

- * Minimum 55" central table with built-in interactive touchscreen capabilities with high processing unit. (Latest CPU with 4.90+ GHz Clock Speed, 32GB RAM, dedicated Graphics card, HDMI/ WIFI/ Bluetooth connectivity)
- * Table connectivity for device integration (e.g., laptops, tablets).
- * Minimum 4 HDMI ports and USB-C.
- * Memory: Minimum 32 GB DDR5 Ram for smooth multitasking

- * Internet connectivity for real-time updates. Ethernet plug-in or WiFi

Video wall for entry (as per design)

- * Comprising multiple large, high-resolution displays (minimum 4K). 4K UHD (3840 x 2160pixels) multi-touch support: 10 points or more
- * Processing hardware to manage video wall content seamlessly. Minimum i7 Processor, 16 GB DDR 5 RAM

Video Conferencing Area:

- * High-quality cameras and microphones for video conferencing. Minimum 2 Webcams or Cameras: HD webcams with at least 1080p resolution for user interaction and facial recognition.
- * Collaboration tools, such as Zoom or Microsoft Teams.
- * Video conferencing codec for high-quality audio and video. Depth Cameras: High-resolution minimum HD 1080p 60 FPS for accurate depth sensing and gesture recognition.

Kiosks (as per design):

- * Interactive kiosks with touchscreens.
- * High-speed processors and ample memory for smooth interaction.
- * Preloaded applications for showcasing specific content or data.
- * Internet connectivity for real-time updates.

AI Capabilities:

- * Integration with the Digital Experience Center's ~~main server~~-common interface application.
- * AI processing for natural large language models with query understanding and response generation, on Meity Empaneled cloud
- * Integration with voice recognition for voice-based interactions, such as Google Cloud Speech-to-Text, Amazon Transcribe, Microsoft Azure Speech Services, IBM Watson Speech to Text
- *

Audio-Visual System:

- * High-quality speakers for immersive audio with Dolby Atmos/DTS X enabled capabilities and 3D surround sound.
- * Audio processing hardware for clear sound.
- * Microphones for audio input
- * Centralized AV control system.
- * Acoustic treatments to ensure optimal sound quality.

. Network Infrastructure:

- * High-speed, redundant internet connection.
- * Network switches and cabling for wired and wireless connectivity.
- * Network security features to protect data and systems
- * Cloud space requirement

Furniture and Room Setup:

- * Ergonomic and comfortable seating.

- * Cable management solutions to maintain a clutter-free environment.
- * Adequate power outlets and charging stations

Monitoring and Analytics:

- * System for continuous monitoring of hardware and software performance.
- * User analytics to understand visitor engagement.
- * Report and alert systems for maintenance and problem resolution with minimum response time

Security and Access Control

- * Access control software to limit access to authorized personnel.
- * Undertaking periodic security audits based on protocols, and ensuring observations from such audits are addressed
- * Data encryption and regular software updates
- * All networking hardware and services including high-speed connection, switches and cables
- * Network security features to protect data and systems
- * Cloud hosting storage (The cloud service providers should offer 99.9% uptime SLA with Active-Active/Active-Passive)

Note: The facility should be cutting-edge, keeping in mind security and functionality.

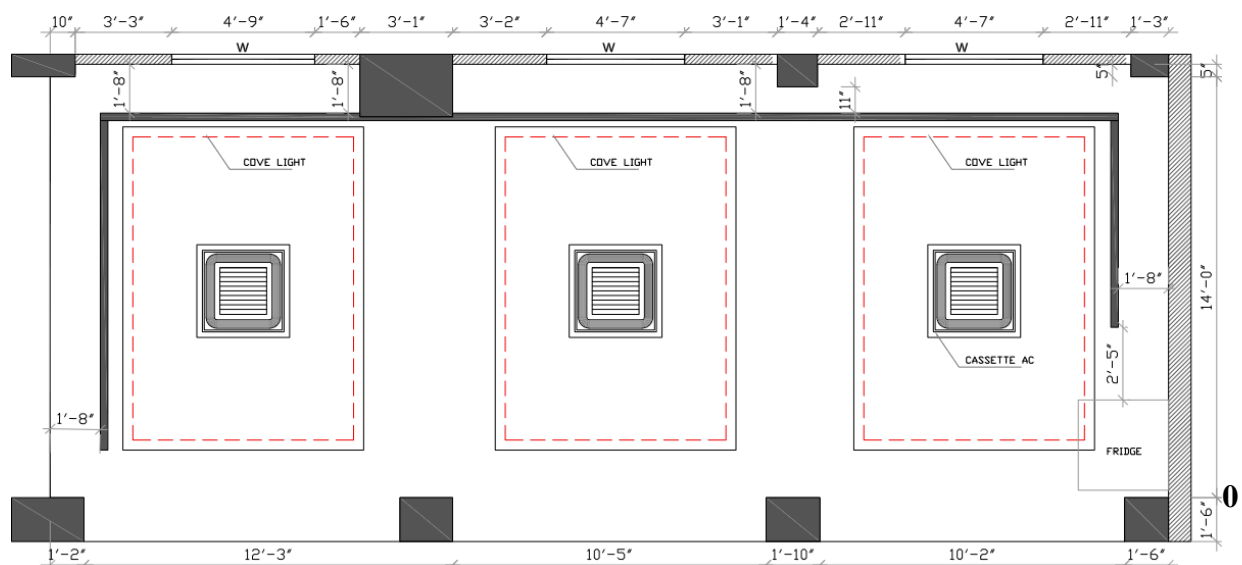
Quality of products/ equipments used should be of the highest grade with latest technologies and standards.

Application should be fixed for all the security parameters and safe to host the application certificate should be obtained by bidder through STQC certified vendor.

The aforementioned information parameters are only indicative and not exhaustive

- The selected bidder will have to ensure that the entire Center is made operational with the IT Hardware & Software as per RFP under the guidance or NeGD/DIC. The selected bidder shall ensure to run the center for a minimum period as defined in the RFP.
- In essence, the diverse forms of content - some being built and others that will require curation - must be pieced together in the form of a user journey and story, that should ideally spark ideas, conversations and actionable insights that can lead to pathways for development for states, districts, and blocks.

Layout of existing experience studio:



8.2 Deliverables & Timelines

Following deliverable and documentations shall be made available to NeGD:

- Functional Digital Experience Center with hardware and software installations
- Manpower deployment of the project in the following format:

| S. No. | Time Period of deployment | Purpose | Min. Exp | In-house/ Remote | Count |
|--------|---------------------------------|---------|----------|---------------------|-------|
| | | | | | |
| | | | | | |

- Research report for visualization of the Digital Experience Center
- Architectural Design/ Concept layout Document
- Technical know-how of the Software developed
- Specification sheet of all the hardware installed, along with original invoices and documentation signifying originality of the hardware
- Standard Operating Procedure document for the Digital Experience Center
- Step-by-step demo video and manuals for operating the Digital Experience Center
- Any other documentation as necessary by NeGD

Total time for the consultancy shall be the entire duration of the project as per the milestones as under:

| Sr. No. | Activity | Time duration |
|---------|--|--------------------------------|
| 1 | Issuance of Work Order (by NeGD) | T⁰ |
| 2 | STAGE 1: INCEPTION REPORT including all the strategy, plan, monitoring, deployment team etc. | T⁰ + 5 days |
| 3 | STAGE 2: CONCEPT STAGE -Conceptual designs and sketches with layout plans and proposal including preparation of site plans. | T⁰ + 10 days |
| 4 | STAGE 3: PRELIMINARY DESIGN AND DRAWINGS -Preliminary drawings, layout plans, areas as carved out, circulation, study model, etc., for the Client's approval. | T⁰ + 15 days |
| 5 | STAGE 4: DRAWINGS FOR CLIENT'S/ APPROVALS -Preparation of detailed drawings necessary for Client's/ approvals. | T⁰ + 20 days |
| 6 | STAGE 5: CONSTRUCTION /INSTALLATIONS | T⁰ + 45 days |
| 7 | STAGE 6: GO LIVE | |
| 8 | STAGE 7: OPERATION AND MAINTENANCE | T⁰ + 3 years |

Note:

Sufficient manpower (3 in-house resources minimum 1 team leader and 2 deputies for 1 software; 1 hardware) to be deployed by bidder for day-to-day activities, regular supervision of works and monitoring of site during execution and maintenance. It may kindly be noted that NeGD may interview the resources to be deployed under the assignment to check their best suitability in the proposed assignment.

One technical resource to be deployed at the site for demonstration of applications, maintenance, and resolve issues (if any) and day to day work etc on the site during contract period (at any given time Negd can ask for replacement /substitution of the resource). However, some work may be carried out by an agency from its other office.

Exit Management: Knowledge transfer should be done before completion of project (atleast 2months prior to the completion)

9 Submission of Bids

9.1 Pre-Bid Clarifications

- a. The Bidders will have to ensure that their queries (if any) are submitted prior to the Pre-Bid meeting.
- b. It may kindly be noted that no bid-query will be received through phone Call/Mail/Post. All queries must be submitted in writing through e-mail only at the specified e-mail ID.
- c. All the queries should necessarily be submitted in the following format in Excel:

| Sr. | RFP Document Reference(s) | | | Query by bidder |
|-----|---------------------------|-------------|--------------|-----------------|
| | Page No. | Section No. | Section Name | |
| 1 | | | | |
| n. | | | | |

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the indicated date/time may not be entertained.

9.2 Clarification to Pre-Bid Queries/Issue of Corrigendum (if any)

- a. Clarification to the queries received will be published at the NeGD website & GeM Portal as per the timeline specified. However, NeGD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NeGD undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will be published at the NeGD website & GeM Portal as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s)/Addendum(s) published/issued shall be deemed to be incorporated into this RFP.
- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, NeGD may, at its discretion, extend the last date for the submission of Proposals.

9.3 Publication of RFP

RFP document will be published on the following websites- <https://negd.gov.in/>

And <https://gem.gov.in/>

9.4 Submission of Proposals

- a. Bidders are required to submit their Bids via GeM portal only.
- b. The Bidder should take into account any Corrigendum/Addendum to this RFP document that may have been published before submitting their Proposals.
- c. A three staged bid system will be followed in addition to submission of EMD (i.e. Bid Security) for this RFP. The three bids to be submitted by bidders on GeM are:

| | Bid Cover/ Folder | Contents |
|----|----------------------|---|
| 1. | Bid Security | <p>Proposal-1 shall be titled, “Bid Security Declaration” and shall be uploaded (on GeM Portal) as a single PDF document and shall be duly signed using DSC. It should clearly show the details and the original is to be uploaded.</p> <p>Relevant Annexure(s) are:</p> <p>Annexure 11: Bid Security Declaration</p> |
| | Eligibility Criteria | <p>Proposal-2 shall be titled, “Eligibility Criteria” and shall be uploaded (on GeM Portal) as single PDF document and shall be duly signed using DSC. It should contain all supporting documents for eligibility criteria (Reference at Section 6 and Sub-Section 6.1). All pages of the document (.pdf) shall be numbered and signed/initialed by the authorized signatory.</p> <p>Relevant Annexure(s) are:</p> <p>Annexure 1: Checklist for Submission of Response to RFP</p> <p>Annexure 2 - Undertaking regarding agreement of all terms of RFP</p> <p>Annexure 3 – Pre-qualification Bid</p> <p>Annexure 4 – Format for Reference Letter / email from Client</p> <p>Annexure 7 – Declaration: Not penalized or Found Guilty in any Court of Law</p> <p>Annexure 8 – Declaration:Offices Presence</p> <p>Annexure 9 – Declaration: Turnover</p> |
| 2. | Technical Bid | <p>Proposal-3 shall be titled, “Technical Proposal” and shall be uploaded (on GeM Portal) as single PDF document and shall be duly signed using DSC. Technical proposal shall cover the documents required against the technical evaluation parameters and the technical presentation (Reference Sub Section 6.2 and Sub-section 9.3). All pages of the document (.pdf) shall be numbered and signed/initialed by the authorized signatory.</p> <p>Relevant Annexure(s) are:</p> <p>Annexure 5 – Technical Bid/Proposal</p> <p>Annexure 4 – Format for Reference Letter/ email from Client</p> <p>And,</p> <p>Technical Presentation</p> |
| 3. | Financial Bid | <p>Proposal-4 shall be titled, “Financial Proposal” and shall be uploaded (on GeM Portal) as single exl. document and shall be duly signed using DSC. It should contain the formats related to financial proposal as</p> |

| | Bid Cover/ Folder | Contents |
|--|----------------------|--|
| | | <p>mentioned in RFP (Reference Sub-Section 9.4 and Annexure 13).</p> <p>Relevant Annexure(s) are:</p> <p>Annexure 13 – Financial Bid Format</p> <p>Financial Proposal or any part thereof should not be kept/mixed with the Proposal-1 (EMD), Proposal 2 (Eligibility), Proposal-3 (Technical Bid) in either explicit or implicit form, in which case the bid may be rejected.</p> |

- d. Please note that prices/rate should not be indicated anywhere other than Financial Proposal. If found anywhere before opening of the Financial Bid, the proposal will be liable for rejection.
- e. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- f. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.
- g. The bids are to be submitted electronically on GeM on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
- h. The bid response of the Bidder to be submitted and uploaded on GeM Portal against this RFP.

9.5 Submission of Bids only through GeM Portal

- a. No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as non-responsive.
- b. Bids shall be received only through GeM Portal on or before the deadline for the bid submission.
- c. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- d. Bidders need to sign or up-load the Tender Document along with its corrigendum & amendments. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- e. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded PDF documents should not be password protected. Bidder should ensure the clarity/legibility of the scanned documents uploaded by him.
- f. NeGD reserves its right to call for verification originals of all such self-certified documents uploaded by any of the bidders; at any stage of evaluation, especially from the successful Bidder(s) before the issue of Purchase Order.
- g. Bidder shall upload the price as per Financial Bid (BoQ) on GeM Portal without any Zero values in the unit price column.

- h. The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- i. NeGD shall not be responsible for any failure, malfunction or breakdown of the electronic system/internet issues used during the e-Tender Process at bidder's end.
- j. NeGD may extend the deadline for bids submission in which case all rights and obligations of the NeGD and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- k. Bid submitted through modalities other than those stipulated in tender document shall be liable to be rejected as non-responsive.

9.6 Assistance to Bidders

- a. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the RFP adhering to the timeline specified.
- b. Any queries relating to the process of online bid submission or queries relating to GeM Portal must be addressed with GeM contacts available at <https://gem.gov.in/>. It may kindly be noted that NeGD has no any role in providing any assistance in bid submission at GeM.

9.7 Rules for Responding to this RFP

- a. The firms/Bidders should use the formats prescribed in Annexure(s) of this RFP in submission of the RFP Response.
- b. All responses received after the due date/time as mentioned in the RFP would be considered late and would be liable to be rejected.
- c. Documents not required as part of the Tender should not be provided.
- d. All bid responses would be deemed to be irrevocable offers/ proposals from the Bidders and may be accepted by NeGD to form part of final contract between NeGD and the selected Bidder. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by NeGD.
- e. NeGD reserves the right not to allow/permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- f. The Bidder, at no point in time, can excuse themselves from any claims by NeGD whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by NeGD. The Bidder shall be fully responsible for deviations to the terms & conditions etc., as proposed in the RFP.
- g. If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at NeGD's discretion:
 - Bids submitted by the holding company and its subsidiary.
 - Bids submitted by one or more companies having common director/s.
 - Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.

- Bids submitted by one or more companies in the same group of promoters/management.
- Any other bid in the sole discretion of NeGD is in the nature of multiple bids.

10 Evaluation of Bids

10.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFP given in the beginning of the RFP. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process (preferably online). No separate information will be given in this regard to the Bidders for deputing their representatives. In case, there is a physical meeting, the representative has to submit an authority letter duly signed by the Bidder, authorizing him/her to represent and attend the Bid opening on behalf of it, if any. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidder.

| | | |
|---|----------------------------------|---|
| 1 | Opening of Pre-qualification Bid | <ul style="list-style-type: none">• The meeting link will be published at NeGD website• Opening of Bid security folder (if found in order the bid will be eligible for opening of pre-qualification bid) |
| 2 | Opening of Technical Bid | The meeting link will be shared with the Contact person (via e-mail) of the Bidders shortlisted in pre-qualification round. |
| 3 | Technical Presentation | The meeting link will be shared with the Contact person (via e-mail) of the Bidders. The Contact person will need to share the details of resources and members who will join the same MANDATORY TO PARTICIPATE BY THE SHORTLISTED BIDDER |
| | Financial Bid Opening | The meeting link will be shared with the Contact person (via email) of the qualified Bidders from technical evaluation. The Contact person will need to share the details of resources and members who will join the same |

10.2 Preliminary Scrutiny

NeGD will scrutinize the bids received to determine whether they are complete and as per the RFP requirement. The Bids meeting the criteria will be taken forward to the next stage of evaluation i.e. technical evaluation. If the documents are found to match with the format, the Bidder will be eligible for technical evaluation. All the supporting documents/documentary evidence must be attached as per specifications .

10.3 Technical Evaluation

- a) Technical bid submitted will be evaluated by an Evaluation Committee. The Evaluation Committee would also undertake a discussion/presentation with the Bidders on the understanding of the assignment, proposed ideas and solution, and the experiences. The technical capabilities and competence of the Bidders should be clearly reflected in the discussion/presentation.

- b) NeGD will inform the date, time and venue of the discussion/presentation to the Bidders.
- c) Based on the details submitted by the Bidder in the Technical Proposal and the Discussion/Presentation with the Evaluation Committee at NeGD, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

| | Parameters | Max Marks | Scoring Criteria |
|---|---|-----------|--|
| | <p>Support Team:</p> <p>Creative Director (Team Leader) – having experience in leading the team for execution of similar nature of work experience.</p> | 10 | <p>CV of key personnels along with their experience certificate from all the employers to support total years of experience/ total number of projects worked on. In case qualification is also required, proof of qualification shall also be submitted.</p> <p>If the personnel engaged by the Firm are not shown in payroll and are engaged for this specific project, the Firm need to submit an undertaking that the deployed personnel will remain with the project till the project is over.</p> |
| 1 | <p>The bidder must have an average annual turnover INR 15 Crore in the last 3 financial years (2020-21, 2021-22, 2022-23)</p> <p>(Refer Annexure 13)</p> | 10 | <ul style="list-style-type: none"> Rs. 15.00 -17.50 Cr: 5 Marks Rs. 17.51 -20.00 Cr: 7 Marks Rs. 20.01 Cr or above: 10 Marks |
| 2 | <p>The bidder should have experience in implementation of COMPLETED project as described in eligibility criteria <u>in past 5 years</u></p> <p>(Refer Annexure 5 and copy of work order and Completion Certificate - for each project)</p> <p>Similar Experience includes handling works which include AV systems like Projections over domes, Screens, interactive tables, LED screens, Projectors, Interactive screens, Kiosks, Speakers including parabolic focus speakers serving as audio zones,</p> | 20 | <ul style="list-style-type: none"> One project with value of 3 Crore to 4.99 Cr. –10 Marks One project with value of 5 Crores to 9.99 Cr. – 15 Marks One project with value of 10 Crores or more – 20 Marks |

| | | | |
|-------------|---|------------|---|
| | DMX controlled lighting works. (Refer Annexure 5 and copy of work order- for each project) | | |
| 4 | Detailed Quality and Quantity of Hardware / Equipment for the proposed design by the agency | 10 | Scoring will be done based on quality of the hardware / equipment |
| 5 | Technical Presentation (bidder needs to submit copy of presentation in ppt/pdf format at designated email ID prior to the scheduled presentation) | 50 | Scoring will be done on the basis of: <ul style="list-style-type: none"> • Understanding /Conceptualization of project (5 marks) • Approach & Methodology, deployment plan, Operations, and monitoring plan (20 marks) • Concept & innovative ideas (10 marks) • Quality of varied Immersive and experiential Digital technologies etc.(5 marks) • Demonstration/Walkthrough video of the proposal (10 marks) |
| Grand Total | | 100 | Minimum 70 marks required to qualify for further evaluation (i.e. to be a part of Financial Bid Opening) |

NOTE: Bidders will be required to share the copy(ies) of presentation in advance (at least 2 hours before presentation) to the designated e-mail contact .

Bidders who will score at least 70/100 in technical evaluation criteria will be considered as technically qualified.

- Documentary evidence must be submitted for each criteria and undertaking or declaration made by the Bidder must be on the letterhead and is to be signed by an authorized signatory only.
- Completion Letter/Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference cited in project experience.
- If any of the criteria information is not deducible from the submitted documents, marks will not be awarded in those criteria, though the Tender Evaluation Committee can ask for clarifications on their own discretion.

10.4 Financial Evaluation

- a. The marks scored in the technical bid which essentially rates the Bidder on **technical criteria will be given weightage of 70%. The financial bids will be given a weightage of 30%.** The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. NeGD will appoint the top ranked consultant based on the ranking derived from the combined score. If technical and financial scores are the same then the bidder with more years of experience will be considered.
- b. Bidders secured at least **70 or more** in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids (**i.e. Annexure 13**) of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
 - In Format given at **Annexure 13**, the Bidders are required to quote their total fee (inclusive of GST as applicable) for the assignment. This amount / quote is to be used for financial evaluation purpose and, award of Work Order (if selected).
- c. After opening of financial bids of eligible bidders, the financial scoring will be done.
- d. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula as below:

Financial Score = (Lowest Quote among the Bidders/Quote of the Bidder)*100
- e. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- f. The Bidder with **Rank One** (most responsive bid) based on QCBS system will be selected as the most suitable Bidder using a weightage of **70:30** for Technical and Financial respectively.
- g. A illustration for calculation of combined score is as under:

| A | B | C | D | E | F | G | H | I |
|-----|--------------------|-------------------------|--|-------------------------------------|---|--|------------------------------|----------|
| Sr. | Name of the bidder | Technical Score secured | Weighted Technical Score (Col. C*0.70) | Actual Financial Rate/ Quote (in %) | Financial Score (Lowest Rate/ Quoted Rate)* 100 | Financial Score Weighted (Col. F*0.30) | Total score (Col. D+ Col. G) | Rank |
| 1 | | | | | | | Highest score | 1 |
| n. | | | | | | | | |

- h. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

- i. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- j. Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure indicated in Words will prevail**".
- k. • *The total cost is be quoted by also including all the cost of hardware, software (as indicated in the clause 8.1.7), installation, maintenance, transportation, commissioning etc.*

10.5 Notification of Outcome

NeGD will notify the Bidder in writing or email as soon as practicable, about the outcome of the RFP evaluation process. NeGD is not obliged to provide any reasons for any such acceptance or rejection. The decision of NeGD shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned/challenged.

10.6 Right to Accept/Reject Any or All Proposal(s)

NeGD reserves the right to accept or reject any proposal, and to annul the tendering process/public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NeGD action.

10.7 Contract Finalization and Award

- a. NeGD shall reserve the right to negotiate with the bidder on the basis of Technical & Financial Evaluation to the proposed Project.
- b. After NeGD notifies the successful bidder that its proposal has been accepted, NeGD shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between NeGD and the successful bidder.
- c. Prior to the expiration of the validity period, NeGD will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidders' furnishing of Performance Bank Guarantee (PBG) .

10.8 Failure to agree with the Terms and Conditions of the RFP

- a. Failure of the successful bidder to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the selection.
- b. In such a case, the NeGD may be penalized with the suspension for participation in future procurement processes for a period of up to one year.

10.9 Service Level Agreements (SLAs)/Penalty (this sub-section need to be modified based on the deliverables, resources deployment/replacement etc.)

- a. The selected agency agrees and acknowledges that the works and services in relation to the Project are to be performed in strict compliance with the requirements of the Agreement. In the event of the failure of the agency to duly perform the said works and services in accordance with the aforesaid requirements, the agency agrees and acknowledges that it shall be required to pay the corresponding extent of liquidated damages as specified in respect there to in terms of the Schedules, which amounts, shall be deemed to not be by way of penalty, and shall represent a genuine pre-estimate of the loss and damage occurring to Authority, on account of the relevant non-compliance and/or failure of the agency
- b. In case of delay in execution or unsatisfactory work, NeGD may impose a penalty of up to 20% of the project value. If the delay is beyond stipulated time specified by NeGD, then NeGD may annul the project and shall be free to get it done from other agency at the risk and costs of the selected agency. NeGD may debar and blacklist the agency for 3 years or more for applying in its future tender/RFP.
- c. NeGD reserves the right to cancel the contract of the selected Bidder any time without mentioning any reason.
- d. Not allocating adequate resource for the assignment/project
 - The agency will provide the list of resource to be deployed in advance (Within seven days from issuance of work order). NeGD may take interview of the resources to be deployed to check their best suitability in the proposed assignment.
 - If found any resource found absent without prior information penalty of 0.050% of the total work Order Value per day will be levied. NeGD can ask for replacement any given time.
- e. Defect/replacement- Materials/Equipments/Human Resource
 - Delay in resolution of support/incidents for the devices installed by the bidder.
 - 0.050% of total work order value per day beyond 1 day after reporting of the issue.
- f. If the agency uses the brand/name of the client NeGD for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the NeGD or any action as decided by the competent authority.
- g. System Availability: Ensure the Digital Experience Center is available during specified operational hours. The Digital Experience Center should be available for use at least 99% of the scheduled operational hours. (Monthly uptime reports will be provided)
- h. Response Time: The agency will respond to reported issues within 4 hours, and resolution should be achieved within a maximum of 48 hours. (Log and track response and resolution times for each reported issue)
- i. Data Security and Privacy: The agency will implement and maintain robust security measures to safeguard data integrity and user privacy.
- j. The agency will implement and regularly test a disaster recovery plan, with a maximum allowable downtime of 48 hours in case of a major failure.
- k. Regular feedback sessions will be conducted, and necessary improvements will be implemented.
- l. Preparation of Maintenance manual: Such Maintenance Manual shall inter alia, provide for the following:
 - i. The mode and manner of carrying out of the O&M of the Project, including specifically the proposed measures for ensuring compliance requirements of the service level standards;
 - ii. The manner of scheduling and deployment of manpower and resources;
 - iii. Arrangements and procedures for carrying out urgent repairs;

- iv. Criteria and process to be adopted for deciding maintenance needs;
 - v. A cleaning schedule, for cleaning of Project assets and utilities;
 - vi. An inspection schedule for inspection and examination of the condition, state of repair and operational efficiency of various components of the Project thereat.
- n. If the agency after taking up the work for an event leaves it in incomplete due to any reason, the agency would have to pay 5 times the cost of the event to the NeGD.

11 General Terms and Conditions

11.1 Adherence to terms and conditions

The Bidders who wish to submit their responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

11.2 Bidder's General Responsibilities

The Bidder shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including the supervision there of and all other things, whether of a temporary or permanent nature, required for such execution.

The Bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of NeGD.

The Bidder should provide professional, objective and impartial advice at all times and hold NeGD's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty, while executing the assignment.

11.3 Sufficiency of Tender

The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Bidder shall be adequate to complete the assignment according to the specification and conditions attached there to. The Bidder should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as maybe otherwise provided in the contract document for completion of the assignment.

11.4 Tenure

The Bidder will be appointed for the duration of the project (3 years) as indicated in ToR section from the date of appointment, which *inter-alia* shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews, which would be solely adjudged by NeGD. In case the performance of the Bidder is deemed unsatisfactory, the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP.

11.5 Payment terms

- Submission of PBG upon selection of agency.

- Release of payments for each work order shall be done based on the following milestones:

| Sr. No. | Activity | Percentage of payment of the total work order value |
|----------------|---|--|
| 1 | Submission / Approval of Research Report, Design Concept and DRAWINGS , Software UI for integrated visualisation | 15% |
| 2 | Completion of Hardware Installation and Software deployment | 35% |
| 3 | Formal Go-Live | 15% |
| 4 | Successful completion of 4 months of running of Digital Experience Center | 10% |
| 5 | After Completion of project (3 years) | 25 % |

11.6 Taxes

TDS is also deducted from the payments to the Bidder as per applicable laws. In lieu of that, a certificate is provided by NeGD.

11.7 Statutory authority obligations, notices, fees & charges

- The Bidder shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or by-law of any relevant authority which has any jurisdiction with regard to the assignment.
- The Bidder would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

11.8 Applicable Law and Jurisdiction of Court

This RFP and the Contract with the selected Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Delhi. This clause may be read in conjunction with clause 10.16 (*Arbitration*).

11.9 Single Point of Contact

The selected Bidders have to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/mobile no.etc.

11.10 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with NeGD, with regard to the obligations under the work order. The selected Bidder shall submit at the time of acceptance of work order, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with NeGD. The Bidder shall furnish proof of signature identification for above purposes as required by NeGD.

11.11 Substitution of Project Team Members

During the assignment), the substitution of key staff identified/agreed for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder, as the case maybe, can do so only with the prior written concurrence of NeGD and by providing the replacement staff of the same level of qualifications and competence. If NeGD is not satisfied with the substitution, NeGD reserves the right to terminate the work order and recover whatever payments (including past payments and payment made in advance) made by NeGD to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, NeGD reserves the unconditional right to insist upon the selected Bidder to replace any team member with another (with the qualifications and competence as required by NeGD) during the course of assignment (for which SoW/Proposal/Quote will be invited when required) pursuant to this RFP.

11.12 Rights in Intellectual Property and Material

All the rights relating to Trademark and Copy Right in respect of work generated by the Bidder on behalf of NeGD and paid for by NeGD shall vest with NeGD, provided that NeGD would reimburse the Bidder for any sum of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from NeGD.

In order to perform the services, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep NeGD harmless and indemnify NeGD from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, reports, information, data etc., collected and prepared by Bidder in connection with the scope of work submitted to NeGD will become the property of NeGD. The Bidder shall not be entitled, either directly or indirectly, to make use of the documents and reports given by NeGD for carrying out any service with any third party. Bidder shall not, without the prior written consent of NeGD be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services

The pre-existing intellectual property of the Bidder used in deliverables shall remain vested with the Bidder. Anything developed during the course of the project shall be owned by NeGD.

11.13 Confidentiality

Information provided under this RFP and subsequent SLA (to be devised when specific Sow/Proposal/Quote invited) (if the Bidder is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" "from the "Disclosing Party" and that:

- Relates to the Disclosing Party; and
- Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that maybe shared by NeGD with the Bidder.
- "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, pen drive, hard drives, CDs etc., whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to NeGD's data or data of NeGD projects, including but not limited to NeGD customers " or NeGD employees" personal data or such other information as NeGD is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, further provided that the Bidder shall at no point use NeGD's confidential information or Intellectual Property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in anyway, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the Bidder hires another person, with the prior written permission of NeGD to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.

The Bidder shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of NeGD.

- a. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub- contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- b. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of NeGD or its customers or their projects.

In maintaining confidentiality here under the Bidder on receiving the Confidential Information and materials agrees and warrants that it shall:

- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent any inadvertent disclosure.
- b. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party.
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform NeGD of such disclosure in writing and immediately return other Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof.

- e. The Bidder who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party;
 - i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case maybe, which is in the Receiving Party's possession or under its custody and control
 - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
 - iii. To the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
 - i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
 - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;
 - iii. Is furnished by others to the receiving party without restriction of disclosure;
 - iv. Is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
 - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Bidder shall promptly notify NeGD of such requirement with a view to providing NeGD an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
 - vi. Was independently developed by the receiving party without the help of the Confidential Information

On termination of the RFP and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to NeGD which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to NeGD's data or data of NeGD customers, including but not limited to the "NeGD Clients or Projects" or the "NeGD employees" personal data or such other information as NeGD is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of NeGD and its disclosure under the contract shall not confer on the Bidder any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and NeGD.

NeGD shall use the deliverables only for their use as per the agreement. Disclosure to third parties shall be after removing Bidder's reference, except when the information is required for submission to statutory/regulatory authorities or its promoters.

11.14 Indemnification

The Bidder appointed under this RFP hereby absolutely, irrevocably and unconditionally indemnifies and undertakes to keep NeGD and/or its Directors, Officers, employees, agents, and representatives indemnified and held harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by NeGD and or its directors, officers, employees, agents and representatives due to reason of any third party claim arising out of–

- NeGD's authorised/bonafide use of the Services provided by Bidder under this RFP; and/or
- An act or omission of the Bidder, including its employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP; and/or

- Claims made by employees or sub-contractors or subcontractor's employees (appointed with the written permission of NeGD), who are deployed by the Bidder, for rendering the service to NeGD; and/or
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- Any or all the Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees
- The total liability of the selected Bidder under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Bidder and NeGD.

11.15 Termination

The contract shall stand terminated for following reasons:-

- In case of non-performance of work due
- Due to Force Majeure
- Due to non-performance of contract by either of the parties

In case of Termination due to Force Majeure

- Force Majeure shall mean occurrence, in India, of any act of God, such as rain, fire, flood, earthquake or other natural calamity causing the cancellation of the event. In such a case, the Agency shall be paid only for the time actually spent planning the event. In case of any material and equipment cost, the same shall be paid on actual basis.

In case of Termination by NeGD

- Time is the essence of this project and in case of delay of any activity of this project NeGD reserves the right to terminate the contract and forfeit PBG submitted by the selected agency and recover other reputational losses from the agency and in such case no payment shall be made to the agency.
- If NeGD terminates this agreement 5 days before the project for reasons other than Force Majeure or reasons mentioned above, NeGD shall refund the Performance Security to the Agency and NeGD may reimburse the Agency for reasonable outstanding expenses.

In case of Termination by Agency

- If the Agency terminates this agreement, then NeGD shall forfeit the Performance Security paid by the Agency and NeGD can also forfeit the bank guarantee submitted against the mobilization advance paid to the Agency. NeGD shall also claim compensation for damages incurred due to termination of contract on actual basis. The agency may also be blacklisted for 2 years.

11.16 Arbitration

Without prejudice to the right of NeGD to terminate the RFP/Contract and pursue other remedies under RFP/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of NeGD and the Bidder, However decision of Competent authority, NeGD will be final. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Delhi. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive and binding upon the Parties and judgment maybe entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the Arbitrator shall be final and binding upon the Parties.

11.17 Publicity

Any publicity by the Bidder in which the name and logo of NeGD is to be used should be done only with the explicit prior written permission of NeGD.

11.18 Notices and other Communication

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with due acknowledgement or courier or e-mail, addressed to the other party at the address, e-mail given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch or email sent to correct e-mail address. Any Party may change the address and e-mail address to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

11.19 Written Notice of change in name, form or control of either Party

The Bidder shall provide NeGD with prompt written notice of any proposed change in Bidder's name, ownership, or form of organisation. The Bidder shall also provide NeGD with prompt written notice and in any event within a period of 15 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

11.20 Violation of Terms

NeGD shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NeGD may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

11.21 Limitation of Liability

Save and except as provided in “Terms of Compensation” and “Termination” herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.

The Bidder’s aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actuals and limited to the Contracted Value under the applicable statement of work.

NeGD shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, NeGD shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Bidder.

11.22 Survival

Any provision of the Contract/this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/RFP is valid, subsisting, and in full force and effect.

In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled “Compensation”, “Rights in Intellectual Property and Material”, “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

11.23 Severability

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in anyway the remaining provisions hereof.

11.24 No Agency

The Service(s) of the successful Bidder herein shall not be construed as any agency of NeGD and there shall be no principal agency relationship between NeGD and the successful Bidder in this regard.

11.25 Corrupt and Fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NeGD and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NeGD of the benefits of free and open competition.

NeGD reserves the right to reject a proposal for award if it determines that the Bidder/Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NeGD reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per NeGD’s discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

11.26 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

NeGD reserves the right to conduct an audit/on-going audit of the consulting services provided by the selected Bidder. NeGD reserves the right to ascertain information from other institutions to which the Bidders have rendered their services for execution of similar programmes.

11.27 Conflict of interest

The Bidder shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to NeGD all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict. **The bidder(s) are required to submit ‘No Conflict of Interest’ with their bid.– Refer Annexure 14**

Any liability due to conflict arising after the agreement will be borne by the agency.

11.28 Sub Contracts

Neither the contract nor any rights granted under the contract with NeGD can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of NeGD. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of Bidders and engaging sub-consultants is not allowed and such proposals will be disqualified at the evaluation stage itself.

11.29 Non-solicitation

The selected Bidder, during the term of the contract and for a period of one year thereafter shall not without the express prior written consent of NeGD, directly or indirectly:

- Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by NeGD in rendering services in relation to the contract; or
- Induce any person who shall have been an employee or associate of NeGD at any time to terminate his/her relationship with NeGD.

11.30 Employer-Employee Relationship

The selected Bidder or any of its holding/subsidiary/joint-venture/affiliate/group/client companies or any of their employees/officers/staff/personnel/representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with NeGD or any of its employees/officers/staff/representatives/personnel/agents.

11.31 Vicarious Liability

The selected Bidder shall be the principal employer of the employees, agents, contractors etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in NeGD shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, sub-contractors etc., of the selected Bidder shall be paid by the selected Bidder alone and NeGD shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, agents, contractors, sub-contractors etc. The selected Bidder shall agree to hold NeGD, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to NeGD through the action of selected Bidder's employees, agents, contractors, sub-contractors etc.

11.32 Other Conditions

It is clarified, as and by way of abundant caution that NeGD will have all ownership and/or license rights on all the ideas, concepts, proposals etc., developed by the Bidder during the course of this assignment as specified in the RFP and paid for by NeGD.

NeGD reserves the right to negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time after the RFP closes, to improve upon or clarify any response or bid proposal.

NeGD reserves the right to ask some or all Bidders for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Bidder whose clarification is found not suitable for the specific project(s).

NeGD reserves the right to share the information/clarifications provided in response to RFP by any Bidder, with any other Bidder (s)/others, in any form.

11.33 Representations and Warranties

The Bidder hereby represents and warrants, as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- Bidder has been in existence in India at least 5 years or more and has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by NeGD.
- That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.
- That the representations made by the Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless NeGD specifies to the contrary, the Bidder shall be bound by all the terms of the bid. The Bidder has not suppressed any information, which is within the knowledge of the Bidder.
- That the Bidder meets the requisite eligibility criteria as set out herein above and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing/rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract.
- That the Bidder shall ensure that all assets including but not limited to softwares, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- That the Bidder shall use such assets of NeGD as NeGD may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- That the Bidder shall procure all the necessary permissions and requisite authorities' approvals, consents, no objections and licenses for use of various softwares and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep NeGD, its Directors, Officers, employees, representatives, consultants and agents indemnified in relation thereto.

- That all the representations and warranties as have been made by the Bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- That there are – (a) no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.
- That the Bidder has the corporate power/power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action/action to authorize the execution, delivery and performance by it of the Contract.
- That all the conditions precedent under the Contract have been complied.
- That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of the Bidder.
- That the Bidder certifies that all registrations, recordings, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of NeGD, which may directly or indirectly have a bearing on the Contractor service(s).
- That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registrations, and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NeGD, its Directors, Officers, employees, agents, representatives, and consultants indemnified in relation thereto.

11.34 Relationship between the Parties:

Nothing in the Contract constitutes any fiduciary relationship between NeGD and successful Bidder/its team or any relationship of employer-employee, principal and agent, or partnership, between NeGD and the successful Bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

NeGD has no obligation to the successful Bidder except as agreed under the Terms of the Contract. All employees/personnel/representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall NeGD be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/death/termination) of any nature to the employees/personnel/representatives/agent etc. of the successful Bidder.

The successful Bidder shall disclose to NeGD in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict.

The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless NeGD first gives the successful Bidder its prior written consent.

11.35 Force Majeure Definition

- i. For the purposes of this engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
 - a. Any event which is caused by the negligence or intentional action of a Party or by/of such Party’s agents or employees, nor
 - b. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

12 Annexure 1: Checklist for Submission of Response to RFP

Below table summarises the list of mandatory documents to be submitted mandatorily with Pre-qualification.

| | Documents to besubmitted | Provided | Ref. Page No. |
|--|---|-----------------|----------------------|
| | Bid Security Declaration | Yes/No | - |
| | Eligibility/pre-qualification Bid | Yes/No | |
| | Technical Bid | Yes/No | |
| | Bid signed and stamped by authorised signatory on all pages | Yes/No | NA |
| | Financial Bid | Yes/No | NA |

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above mentioned order.

We have not masked any document in the proposal document.

SIGNATURE –

Authorised Signatory

Date:

Full name and designation and,
Contact details (Seal of organisation)

13 Annexure 2 - Undertaking regarding agreement of all terms of RFP

To,

Director (A&C), NeGD

Electronics Niketan
6, CGO Complex Lodhi Road,
New Delhi-110003

Dear Sir,

- 1) Having examined the RFP including all Annexures, Forms and Appendices, the receipt of which is hereby duly acknowledged; we, the undersigned qualify the eligibility criteria and offer to provide the services as mentioned in the "Request for Proposal" and the other schedules of requirements and services for NeGD in conformity with this RFP.

| Sr. No. | Particulars | Details |
|---------|--|---------|
| 1 | Name of Bidder | |
| 2 | Registered Address | |
| 3 | Website address | |
| 4 | Nature of entity (partnership/private/public etc.) | |
| 5 | Name of Partners/ Directors | |
| 6 | Date of Incorporation | |
| 7 | Details of authorised contact person | |
| 8 | Name | |
| 9 | Designation | |
| 10 | Telephone no.(s) | |
| 11 | Mobile no. | |
| 12 | Email Address | |
| 13 | Fax no. | |

- 2) We confirm that the corrigendum(s) issued from time to time by NeGD have also been taken into consideration, while submitting this undertaking letter.
- 3) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
- 4) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.
- 5) We hereby certify that we have provided all the information requested by NeGD in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false/not correct or in a different format, NeGD shall have the absolute right to take any action as deemed fit without any prior intimation to us.

- 6) We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 7) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
- 8) We agree to abide by this Financial Proposal for 180 days from the date of the submission of proposal and our Offer shall remain binding on us and may be accepted by NeGD any time before expiry of the offer.
- 9) Unless and until a formal Work order is executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between NeGD and us.
- 10) We understand that the Request for Proposal (RFP) does not commit NeGD to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, NeGD has no obligation to us until a written contract is executed.
- 11) We agree that NeGD is not bound to accept the lowest or any Bid NeGD may receive.
- 12) We understand that NeGD has the right, without assigning reasons thereof, to
 - i) Reject, amend, and modify any condition contained in the RFP.
 - ii) Terminate this RFP.
 - iii) Negotiate with one or more Participants.
 - iv) Not award the assignment to any of the Participants and/or recommence the entire process.
 - v) Contract with one or more Participants for any reasons whatsoever.
 - vi) Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.

Signature of Authorised Person of Bidder

Full Name & Designation of Authorised Person

Date:

Seal of Bidder

14 Annexure 3 – Pre-qualification Bid

Read **Section 6 and Sub-Section 6.1** carefully and furnish the following details accordingly:-

| Sr. | Item | Documents to be submitted |
|-----|--------------------|---|
| i | Legal Entity | Copy of Certificate of Registration/Incorporation And Memorandum of Association (MoA)/Article of Association (AoA) |
| ii | Tax registration | Copy of PAN, GST or/and details of other statutory authority |
| iii | Offices | Declaration on the letterhead as per Annexure 8 |
| iv | Resources | Declaration on the letter head as per Annexure 12 |
| iv | Financial Standing | Copy of balance sheet with Certificate from Statutory Auditor/Company Secretary citing the revenue/turnover from equivalent business for each financial year as per Annexure 9 |
| v | Project Experience | Copy of Work Order AND, Completion Certificates from the Client (refer Annexure 4) OR, Certificate of Completion (Certified by the Statutory Auditor) |
| vi | Debarment | Self-certified letter attested by the authorized signatory As per Annexure 7 |

Signature of Authorised Person of Bidder

Full Name & Designation of Authorised Person

Date:

Seal of Bidder

15 Annexure 4 – Format for Reference Letter/work competition

(On letterhead duly stamped and signed)

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the following **(Name of the Company)** has been engaged for

Name of work :

Date of work order

Amount paid/ Work order value :

Total project duration /engagement duration:

Work performance (satisfactory/unsatisfactory) :

Signature

Name

Designation

16 Annexure 5 – Technical Bid/Proposal

Kindly refer to Section 9.3 on Technical Evaluation and submit the evidences and details accordingly.

Align with the technical scoring criteria

| | Parameters | Documentary Evidence Required |
|---|---|---|
| 1 | The bidder must have an average annual turnover INR 15 Crore in the last 3 financial years (FY 2020-21, 2021-22, 2022-23) | Certificate of CA as per format at Annexure 9 |
| 2 | The bidder should have experience in implementation of COMPLETED project as described in eligibility criteria <u>in past 5 years</u> | For each of the project Cited: Copy of work order citing project value and Completion certificate from Client |
| 3 | Proven Experience in handling works which include AV systems like Projections over domes, Screens, interactive tables, LED screens, Projectors, Interactive screens, Kiosks, Speakers including parabolic focus speakers serving as audio zones, DMX controlled lighting works. | For each of the project Cited: Copy of work order and Client Certificate |
| 4 | Detailed Quality and Quantity of Hardware / Equipment for the proposed design by the agency | <ul style="list-style-type: none"> ● Copy of presentation with the proposal – Detailed specification of each hardware – component wise |
| 5 | Technical Presentation <ul style="list-style-type: none"> ● Understanding of project ● Approach & Methodology, deployment plan, Operations and monitoring plan ● Concept & innovative ideas ● Quality of varied Immersive and experiential Digital technologies etc. ● Expertise of the agency ● Risk assessment and mitigating measures | <ul style="list-style-type: none"> ● Copy of presentation with the proposal. ● Final Copy of presentation in ppt/pdf format at designated email ID at least 2 hours prior to the technical presentation scheduled |

Copy of final PPT is to be submitted by the Bidder at least 2 hours before the Technical Presentation at the below email ID:

Shubham.kadam@digitalindia.gov.in

17 Annexure 6 - Performance Bank Guarantee Format

Bank Guarantee No.:

Date:

To,

Re.: Bank Guarantee for PERFORMANCE

WHEREAS _____, (hereinafter referred to as the “**or Supplier**”) ~~which~~ the expression which shall, unless repugnant to the context, include its successors entered with **Purchase Order No. Dated** _____ (hereinafter referred to as the nomenclature to be as per the “**Purchase Order**”) with M/s.

_____, (hereinafter referred to As “_____”) which expression shall, unless repugnant to the context, includes its successors, administrators, representatives, for Performance Bank Guarantee, as per the Purchase Order, as per the requirements of the____, at the price, and on the terms, and, subject to the conditions contained in the said Purchase Order.

WHEREAS according to the terms of the said Purchase Order, _____ is required to provide a Performance Bank Guarantee in favour of the _____, for the due Performance and Warranty of the “_____” contained in the said Purchase Order being % of the Purchase Order price, in the form set out by the _____.

AND WHEREAS the _____, Supplier have requested the _____

_____ (hereinafter referred to as “Bank”) which expression shall, unless repugnant to the context, include its successors to execute NEGD Guarantee for **Rs.** _____
/- (**Rupees** _____ **Only**) in favour of the _____ which NEGD has agreed to give:

NOW THIS WITNESSETH AS FOLLOWS:

In consideration of the said Purchase Order, we **Bank** do hereby unconditionally and irrevocably on behalf of

_____ undertake to pay the _____, merely on demand and without any protest/demur an amount of Rs. _____ /-(Rupees _____
_____ Only) towards failure of Warranty and/or Guarantee and/or deficiency in (Purchase Order) undertaken by _____ as may be claimed by the _____.

The right of the _____, to recover from NeGD any amount not exceeding Rs/-(Rupees _____ Only) under this guarantee shall not be affected or suspended by reason of the fact that the dispute or disputes have been raised by the _____ with regard to their liability or the proceedings are pending before any Tribunal/Arbitrators/Court, with regard thereto or in connection therewith.

NEGD further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said Purchase Order and that it shall continue during its currency to be enforceable till all the dues of the

_____, under or by virtue of the said Purchase Order have been fully paid and its claims are satisfied and discharged or till the ___, or their duly authorized officer certifies that the terms and conditions of the said Purchase Order have been fulfilled by the said Supplier and the, discharges the guarantee or till expiry of NeGD Guarantee whichever is earlier.

Unless a demand under or regarding or in connection with this guarantee is made to NeGD in writing on or before **Expiry Date i.e** thereafter, we shall be relieved and discharged from all liability under this guarantee.

NeGD further agrees with the _____, that the _____, shall have the fullest liberty without NeGD's intimation and consent and without affecting in any manner NeGD's obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of Performance by ... from time to time or to postpone from any time or from time to time, any of the powers exercisable by the _____, against the said _____ and to forbear or enforce any of the terms and conditions relating to the Purchase Order and NeGD shall not be relieved, discharged or released from their liability by reasons of any such variations, or extension or postponement being granted to the _____ or for any forbearance, act or omission on the part of the _____ or any indulgence by the _____ to the _____ or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of relieving NeGD.

NeGD also agrees that debtors in respect of all claims against the

....., at its option, shall be entitled to act as if NeGD is the principal hereby guaranteed by NeGD as aforesaid and the Bank hereby expressly waive all their rights of suretyship and other rights and defence pleas to which NeGD as Guarantor and/or the___ may be entitled to.

Subject to the maximum limit of the Bank's liability as aforesaid

i.e. Rs._____/-

(Rupees

_____) Only) **Bank Guarantee No.:**_____, **Date:**

_____ this guarantee will cover all _____, claim or claims from time to time arising out of or in relation to the said Purchase Order and in respect of which the_____, demand or notice is made on NeGD on or before the date of expiry of this guarantee.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or _____ guarantees thereto for given to the

_____, by NeGD (whether jointly with other or severally) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change, substitution, alteration or modification in the constitution of the

_____ or NeGD, nor shall it be affected by any change in the _____, constitution or by any amalgamation or absorption or reconstruction thereof or therewith, but, will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed

_____, or concerned.

It shall not be necessary for the_____, to proceed against the _____ before proceeding against NeGD and the guarantee herein contained shall be enforceable against NeGD notwithstanding any security which the _____, may have obtained or obtain from the_____ at any time not exceeding the validity period of the guarantee or when proceedings are taken against NeGD hereunder be outstanding or realised.

Not with standing anything contained herein above the liability under this guarantee is restricted to a sum not exceeding Rs._____/-

(Rupees_____Only). The guarantee shall remain valid till **Expiry Date**

_____. Unless a demand under this guarantee is received by NeGD on or before **(One Year)**, all the rights of the_____, under this guarantee shall be forfeited and NeGD shall be released and discharged from all liabilities hereunder irrespective of whether or not the original Bank Guarantee is returned to us....

At, this

For _____ Bank Ltd.

Branch

Authorised Signatory

Authorised Signatory

18 Annexure 7 – Declaration: Not penalized or Found Guilty in any Court of Law

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the (name of consulting firm/company) or any successor has not been penalised or found guilty in any court of law and the (firm/company) or any successor has not been blacklisted/debarred by any Central Government Ministry/State Government/any other regulatory authority as under:

- Prevention of Corruption Act, 1988 in last three years from the date of bid submission
- The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as a part of execution of a public procurement contract in last two years from the date of bid submission

Further, this is to certify that (name of consulting firm/company) or any successor does not have any legal, civil, criminal, taxation, and other cases pending against it that may have any impact affecting or compromising the delivery of services required.

Signature:

Name:

Designation:

Date:

Seal of the Organization

19 Annexure 8 – Declaration: Offices Presence

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the (name of Bidder) we have a total of (No.s.....) branch offices with required infrastructure across the country in addition to the Office of Delhi/NCR. The location and addresses are as under:

| Sr. | State and City | Local Head | Address with contact no. |
|-----|----------------|------------|--------------------------|
| 1 | | | |
| 2 | | | |
| N | | | |

The above addresses have been checked and found true. If NeGD requests for address proof at any time we agree to provide the same.

Signature:

Name:

Designation:

Date:

Seal of the Organization

20 Annexure 9 – Declaration: Turnover

(Endorsed by Authorized Chartered Accountant/Company Secretary)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that (Name of Bidder) has not defaulted under any of the contracts which they have entered with any other organisation within the jurisdiction of India.

| Items | 2020-21 | 2021-22 | 2022-23 |
|--|---------|---------|---------|
| The Profit in the financial year was positive. | Yes/No | Yes/No | Yes/No |
| The Turnover was (In INR and Crore) | | | |

| | |
|---------------------------------------|--|
| Average Turnover is In INR and Crore) | |
|---------------------------------------|--|

Name:
Designation:
Date:
Seal

21 Annexure 11: Bid Security Declaration

To,

Director (A&C)
National e-Governance Division (NeGD),
Electronics Niketan, 6 CGO Complex,
Lodhi Road, New Delhi-110003

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP <<RFP Number for <<Name of the assignment>> (hereinafter called "the Bid") to NeGD (hereinafter called 'the Purchaser').

I/We, hereby, accept that I/We will not withdraw or modify our bid during the bid validity period (180 days from submission date). I/We understand that on violation of this declaration, I/We may be penalised with suspension for participation in future for a period of up to one year.

(Authorized Signatory/ies of the Bidding Agency)

Seal:

Date:

22 Annexure 12: Resources

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TOWHOMSOEVERITMAYCONCERN

This is to certify that (name of Bidder) has the **resources with required expertise & qualification**, as under:

| Sr. | Name of the Personnel | Designation (as per Eligibility criteria) with Area of Expertise | Contact Details email and mobile | On agency payroll |
|-----|-----------------------|---|----------------------------------|-------------------|
| 1 | | | | (Yes/No) |
| 2 | | | | (Yes/No) |
| N | | | | (Yes/No) |

The above Names, Designations and Addresses with contacts have been checked and found true. If NeGD requests for additional details about the professionals above at any time we agree to provide the same.

Signature:

Name:

Designation:

Date:

23 Annexure 13: Financial Bid Format

| Sr .NO | ITEM | COST (in INR) (inclusive of taxes) |
|--------|---|------------------------------------|
| a | Development Phase (till go live) | |
| b | Operation and maintenance cost (yearly) | |
| c | Cost for 3 years (b*3) | |
| d | Total cost for 3 years (a+c) | |

- *The total cost is to be quoted by also including all the cost of hardware, software (as indicated in the clause 8.1.7), installation, maintenance, transportation, commissioning etc.*

24 Annexure 14 – Declaration: No Conflict of Interest

(On letterhead of the Bidder duly stamped and signed)

DECLARATION

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the (name of consulting firm/company) or any successor does not have / ~~no~~ any actual, potential or perceived conflict of interest in relation to this procurement.

Signature:

Name:

Designation:

Date:

Seal of the Organization