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|  | राष्‍ट्रीयवनस्‍पतिस्‍वास्‍थ्‍यप्रबंधनसंस्‍थानNational Institute of Plant Health Managementकृषिएवंसहकारिताविभाग, कृषिएवंकिसानकल्‍याणमंत्रालय, भारतसरकारDepartment of Agriculture, Cooperation& Farmers WelfareMinistry of Agriculture& Farmers Welfare, Government of India |  |
| Telephone: 9140-24002052 E-mail: niphm@nic.in Tele-Fax: 9140-24015346 | RajendraNagar,Hyderabad – 30[*http://niphm.gov.in*](http://niphm.gov.in) |

No.8.8.003/PBD/Digital Keys/2017-18/42 Date: 02.01.2019

इ–निविदासूचना

e-TENDER NOTICE

Sub: Invitation of **Online bids through e-procurement system in Two Cover** for development of software i.e.,web portal and android app under project : ‘Computer assisted digital identification keys for stored grain insect pests and fruit flies of import and export concern’ of Plant Bio-security Division, NIPHM– Reg.

\* \* \*

Sir/Madam,

National Institute of Plant Health Management (NIPHM) an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India invites **‘Online bids through e‑procurement system (https://eprocure.gov.in/eprocure/) for** development of software i.e. web portal and android app forPlant Biosecurity Division’ in **‘Two Cover’** system from the reputed agencies. The list of items & tentative quantities mentioned in the Annexure-II enclosed.

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| **The schedule of receipt and opening of quotations is as under:-** |
| **1.** | **Pre-Bid Meeting**  | **15.00 hrs. on 18.01.2019.**  |
| **2.** | **Last Date & Time for submission of online bids** | **15:00 hrs. on 23.01.2019.** |
| **3.**  | **Date & Time for Opening online bids (Technical bids)** | **16:00 hrs. on 24.01.2019.** |

Note:

1. Copy of Tender document is available in CPP Portal (URL: [**https://eprocure.gov.in/eprocure/**](https://eprocure.gov.in/eprocure/)) and NIPHM, Hyderabad website (URL: [**https://niphm.gov.in**](https://niphm.gov.in)). Corrigendum/addendum, if any, will be published only in the website and separate communication will not be sent for the same.
2. Instructions regarding submission of online bids are available at URL: [**https://eprocure.gov.in/eprocure/**](https://eprocure.gov.in/eprocure/)
3. **Bids should be submitted through online only. Manual / physical bids will not be accepted.**
4. On submission of online bid, please intimated the same to the e-mail ID: niphm@nic.in

**REGISTRAR I/C**

**Tender for development of ‘Computer assisted digital identification keys for stored grain insect pests and fruit files of import and export concern’ of Plant Bio-security Division, NIPHM**

**1. Preamble**

The Identification of insect pest plays an important role in quarantine inspection and also helps in decision making process for pest management. In sphere of the picked insect pests, some are quarantine pests and the others are domestic ones. Identifying the quarantine and domestic insect pests and their similar species quickly and accurately is an important aspect for plant quarantine officials and other stakeholders.

Each and every Insect pest is species specific and they are called with their scientific name which comprises Genus1 and Species2 i.e. *Bactrocera*1*dorsalis*2. Each genus may contain many species and has common characters to identify the insect upto genus level. However, identification of the insect upto species level is very important to differentiate it with other species. Each insect species has peculiar and unique characteristic features (Wings, head, antennae, elytra, legs and eyes etc.) for identification which distinguish them with each other.

A very few institutes/laboratories/quarantine stations have reference specimens or pictorial keys for identification of insects. Morphological identification can be carried out by using key characteristics of the particular insect species. These digital keys shall serve as an identification tool for quick and reliable identification of stored grain insects and fruit flies.

In view of this, development of computer assisted digital identification keys will allow end users to identify the insect upto species level and confirm the identity based upon the major characteristic features of the target insect species. These keys will be useful for the scientists and field professionals.

**2. SUBMISSION OF TENDER THROUGH ONLINE:**

The Tender proposes two stage tender systems viz. **(1) Technical Bid** and **(2) Price Bid**.

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| **I** | **Technical Bid** **(Cover–1)** | : | **Bidders are requested to upload the required scanned copies of files as per the following:** |
|  | **File-1** | : | Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures.Scanned copy of Company Information (filled & signed) as per Annexure – I |
|  | **File-2** | : | **Proofs in support of eligibility criteria as per the tender.**Scanned copies of the documents / information (filled & signed) as per the ‘Eligibility Criteria’ Clause – 4  |
|  | **File-3** | : | Scanned copy of Technical compliance sheet (filled & signed) for the item mentioned at Annexure – II |
|  | **File-4** | : | Authorization letter and undertaking (as per Annexure-IV and Annexure-V) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority. |

**Details to be furnished in the Envelope-B i.e., Price Bid**

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| **II** | **Price Bid** **(Cover–2)** | : | **Bidders are requested to upload the required scanned copies of files as per the following:** |
|  | **File-1** | : | Scanned copy of Commercial Bid (filled & signed) as per Annexure – III |

Note:

1. The Bidders should furnish the location with addresses and license details of the firm.
2. The Bidders shall furnish as part of the bid, documents establishing the Bidders eligibility to bid and its qualifications to perform the Contract if their tender is accepted.
3. The documentary evidence of the Bidder's qualifications shall be established to the satisfaction of NIPHM. However, the decision of Director General, NIPHM will be final in this regard.

3. GENERAL INSTRUCTIONS:

1. The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid.
2. Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.
3. The Contract shall be interpreted under Indian laws and all disputes will be resolved **within Hyderabad Jurisdictions.** In case of any dispute, the decision of NIPHM, Hyderabad shall be final and binding.
4. The extent of the development of software may increase or decrease at the time of award of work order depending on the actual need/requirement of NIPHM.
5. Quotation should be valid for a minimum period of 180 DAYS from opening of tender. The NIPHM reserves the right to accept or reject the quotation without assigning any reasons whatsoever.
6. The rates quoted should be inclusive of all charges and bidder should undertake to develop web application and photography at his cost.
7. The GSTwhere legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done it will be treated that the price is inclusive of GST& other taxes. GST registration No. and date of its validity should be indicated. The firm must quote their TIN No. , PAN No., (IT returns) etc. in the quotation (attested copies to be enclosed).
8. The rates should be mentioned clearly in both figures and words in the quotation. If there is any variation in figures and words, rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should clearly be indicated duly attested.

4. CLARIFICATIONS IN THE TENDER

1. A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority through online upto 6 days prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
2. The responses to the clarifications will also be notified on NIPHM’s website [http://niphm.gov.in](http://niphm.nic.in) and <https://eprocure.gov.in/eprocure/>
	1. **Amendments to the Tender**
3. NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
4. Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM’s website and CPP Portal <https://eprocure.gov.in/eprocure/>

1. NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM’s website and CPP Portal https://eprocure.gov.in/eprocure.
2. All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in>and CPP Portal <https://eprocure.gov.in/eprocure/>for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders’ failure to update the bid documents based on changes announced through the website.
	1. The contractor shall not be entitled to any increase in the rates.
	2. The agency shall not transfer or assign sub-contract to any other party.
	3. The Price should be quoted only in Indian Rupees.
	4. **Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.

 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public 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 a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

 NIPHM will reject a proposal for award if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

5. पात्रतामानदंड/ **ELIGIBILITY CRITERIA:**

निविदाकारोंकोनिविदाकोकोटिंगकरनेकेलिएनिम्‍नलिखितपात्रतामानदंडकोपूराकरनाहोगाएवंखंड-Iकेअनुसारअपनीपात्रताप्रमाणितकरनेकेलिएस्‍क्‍ेनहुईदस्‍तावेजोंकीप्रतियांअपलोडकीजानीचाहिए।

The Bidders should meet the following Eligibility Criteria for quoting the tender and the scanned document copies to prove their Eligibility should be uploaded as per the Clause-1.

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Minimum Eligibility Criteria** | **Proof to be submitted for fulfilling the Eligibility** |
| 1 | बोलीदातासॉफ्टवेयरविकासऔरवेबअनुप्रयोगोंमेंशामिलएककंपनी / संगठन / फर्महोगाThe Bidder shall be a company/organization/firm involved in software development and web applications | कंपनीकापंजीकरणप्रमाणपत्रRegistration Certificate of the Company/Organization. |
| 2 | 31.03.2018कोपिछले 5 वर्षोंकेदौरानवेबऔरमोबाइलऐपडेवलपमेंटसेवाएंप्रदानकरनेमेंफर्मकाकमसेकम 5 वर्षकाअनुभवहोनाचाहिए, जिसमेंकेंद्रीयस्वायत्त / पीएसयू / सरकारीविभागमेंसंभालाकमसेकमएकपरियोजनाहैThe firm should have at least 5 year experience in providing Web and Mobile App development services during the last five years as on 31.03.2018 with at least one project handled in central autonomous/PSU/Government department | ऐसेदस्तावेज (कामकेआदेश) यहसाबितकरनेकेलिएकिकंपनी / फर्मनेअपनेव्यवसायमें 5 सालकेलिएऐसेसॉफ्टवेयरविकसितकिएहैं।Documents (work orders) to prove that the company / firm has developed such software in their business for 5 years. |
| 3 | विनिर्माताकेसकलवार्षिककारोबारकेसंबंधमेंपिछले 03 वर्षोंकीअवधिकेदौरानमेंसेकमसेकम 01 वर्षकाकारोबाररू. 50 lakhs होनाचाहिए।The gross annual turnover of Rs. 50 lakhs at least for one year during last three years | विधिवततौरपरहस्‍ताक्षरितवार्षिकलेखाकीप्रति/सनदलेखाकारद्वाराप्रमाणितCopy of Annual Accounts duly signed and attested by a Chartered accountant may be enclosed for FY 2015-16, FY 2016-17& FY 2017-18.  |
| 4 | कंपनीकाआयकरनिर्धारणकमसेकमपिछले 03 वर्षोकीअवधिकाहोनाचाहिए।The firm should be income tax assesse at least for a period of three years. | करनिर्धारणवर्ष 2016-17, 2017-18& 2018-19 आयकरविवरणीकीपावतीकीप्रतियांस्‍वअनुप्रमाणितएवंकंपनीकापैनकार्डसंलग्‍नहोनाचाहिए।Self- attested copies of the acknowledgments of Income tax returns for AY 2016-17, AY 2017-18 and AY 2018-19 and PAN Card of the firm should be enclosed. |
| 5 | कंपनी/व्‍यवसायजीएसटीकेतहत्पंजीकृतहोनाचाहिएThe firm should be registered under GST. | जीएसटीपंजीकरणप्रमाणपत्रकीस्‍वयंअनुप्रमाणितप्रतियांSelf attested copy of the certificate of GST registration. |
| 6 | बयानाजमाराशिEarnest Money Deposit | बयानाराशिरु। 100000 / - (रुपएएकलाखमात्र)।एकराष्ट्रीयकृतबैंक / अनुसूचितबैंकसेडिमांडड्राफ्ट, ST नेशनलइंस्टीट्यूटऑफप्लांटहेल्थमैनेजमेंट’केपक्षमेंतैयारकियाजानाचाहिए, जोहैदराबाद -500030 मेंदेयहोगायायहकिसीभीराष्ट्रीयकृतबैंक / अनुसूचितबैंककेबैंकचेककेरूपमेंहोसकताहैस्वीकार्यरूपमें।The earnest money shall be Rs. 1,00,000/- (Rupees One Lakh only). The Demand Draft from a nationalized bank/ scheduled bank should be drawn in favour of ‘NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT’, payable at Hyderabad-500030 or it can be in the form of a Banker Cheque form any of the Nationalized bank/Scheduled bank in an acceptable form.  |
| 7 | फर्मकोकंटेंटअपलोडिंग, रेंडरिंग (इमेजप्रोसेसिंगऔरएग्रीकल्चरसेजुड़ीपरियोजनाएं) वांछितकेलिएकमसेकमएकपूर्णविकसितवेबएप्लिकेशनकोविकसितऔरकार्यान्वितकरनाचाहिए, औरवेब-आधारितएप्लिकेशनऔरमोबाइलकेविकासऔरएकीकरणमेंअनुभवहैसामान्यबैक-एंड।The firm should have developed and implemented at least one full-fledged web application with features for content uploading, rendering (Projects related to image processing and agriculture shall be desired) , and has experience in developing and integrating web-based applications and mobile with a common back-end. | a) वर्कऑर्डर / क्लाइंटसर्टिफिकेटकीकॉपी।1. Copy of work order / client certificates.

b) ग्राहकसेसफलपरियोजनापूर्णताप्रमाणपत्र।1. Successful project completion certificate from the client.
 |
| 8 | फर्मकोवैधपत्रप्रस्तुतकरनाचाहिए, जिसमेंकहागयाहैकिकिसीभीतीसरेपक्षकेस्वामित्ववालेसॉफ़्टवेयर / घटकोंकोसुचारूतैनातीऔरचलानेकेलिएशामिलकियागयाहै, दोनोंकोवेबएप्लिकेशनऔररजिस्ट्रार, एनआईपीएचएमकीओरसेखरीदाजाएगा।The firm should submit valid letter, undertaking that any third party proprietary software/components involved for smooth deployment and running of, both web application and mobile app shall be procured on behalf of Registrar, NIPHM. | फर्मद्वारादियाजानेवालाउपक्रम।Undertaking to be given by the firm.निविदाकर्तानिर्दिष्टकिएगएविभिन्नपरियोजनामापदंडोंकोपूराकरनेकेलिएबनाएरखनेवालेकिसीभीतीसरेपक्षकेघटकोंकीपूरीसूचीकोतकनीकीप्रस्तावमेंनिर्दिष्टकरेगा।The bidder shall specify in the Technical Proposal the complete list of any third party components that will be maintained for meeting the various Project parameters specified in the tender.सफलबोलीदाताऐसेघटकोंकीआपूर्तिकेलिएगारंटीकेलिएखड़ाहोगा, वास्तविककार्यान्वयनऔरक्रमिकउन्नयनऔरसंशोधनोंसेठीकपहलेसोर्सकोडकेसाथसॉफ्टवेयरएप्लिकेशनऔरअंतिमस्वीकृतिटेस्टकेसाइन-ऑफकीतारीखसेऔरयहभीकिगारंटीकीछूटसिस्टमकेएकभागकेरूपमेंदीजानेवालीकिसीभीवस्तुकाउत्पादनअंतिमस्वीकृतिटेस्टकेसाइन-ऑफकीतारीखसे 3 सालकीअवधिकेलिएसिस्टमकीस्थिरताकोप्रभावितनहींकरेगा।The successful bidder shall stand guarantee for the supply of such components, the software application itself with the source code just before the actual implementation and successive updations and modifications and from the date of sign-off of the Final Acceptance Test and also guarantee that discontinuity of production of any item offered as a part of the system shall not affect the maintainability of the system for a period of at least3 years from the date of sign-off of the Final Acceptance Test. |

6. SCOPE OF THE WORK, TERMS AND CONDITIONSAND PRICE BID VALIDITY:

* 1. Development of web application which substantially matches the specifications laid down by NIPHM. The technical specifications shall be as per Annexure – II.
	2. The Bidder should maintenance for a minimum **period of 2 (two) years** for web application and mobile app quoted. The firm shall provide free maintenance and updation of further information/pictures in the application for the period of 2 years from the date of completion of the development of mobile application assuming that the web application shall Go-Live prior to the mobile app). For defects noticed during the maintenance period, rectification should be as per the TOR of SLA.
	3. Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.
	4. **Terms of Supply:**The firm should develop the web application**within 3 months** from the date of issue ofwork order and mobile app **within 6 months** from the date of issue of work order.
	5. **Price Bid Validity:Bids shall remain valid for 180 DAYS from the date of opening of Price bid.**  However, the purchaser reserves the right to seek consent for an extension of the period of validity.
	6. **Rates and Prices**Bidders should quote the rates in the format given in Price Bid - Annexure – III. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over writings are permissible in the price quoted. The price quoted shall be firm and final.
	7. The percentage of GST, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.
	8. GST should be indicated clearly.

**7. TENDER COST:**The Tender document can be downloaded from NIPHM website at free of cost.

**8. SIGNING OF BIDS**

***Individual signing the tender or other documents connected with contract must specify whether he / she signs as:***

1. ***A “Sole proprietor” of the concern or constituted attorney of such sole proprietor;***
2. ***A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.***
3. ***Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.***
	1. The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
	2. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.
4. **The employees of the NIPHM and their near relatives** *i.e.( (i) spouse of the individual; (ii) brother or sister of the individual; (iii) brother or sister of the spouse of the individual; (iv) brother or sister of either of the parents of the individual; (v) any lineal ascendant or descendant of the individual; (vi) any lineal ascendant or descendant of the spouse of the individual; (vii) spouse of the person referred to in above (ii) to (vi);])*  are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.

**10. ACCEPTANCE OF TENDER / CONDITIONS OF THE CONTRACT**

* 1. The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
	2. After acceptance of the Tender by NIPHM, the Bidder shall have no right to withdraw his Tender and **Prices payable to the developer as stated in the Contract shall be final and not subject to any adjustment during performance of the Contract.**
	3. If a Tenderer withdraws the tender after the closing date specified in the tender (or) in the case of the Successful Tenderer failing to develop the software as per specification mentioned in the work order or does not accept the work order for any reason, whatsoever, penalty of 5% of value of order shall be imposed/levied as liquidated damages, apart from forfeiture of EMD/Performance Security.

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**11.LIQUIDATED DAMAGES:**

If the firm fails to develop the software within the stipulated delivery period or any other terms as mentioned in the work order a penalty of (1% per week and to maximum of 10%) of value of purchase order shall be imposed/levied as liquidated damages.

**12. TERMINATION FOR DEFAULT**

12.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the developer, may terminate this Contract in whole or part:

(a) if the developer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or with any extension thereof granted by the Purchaser; or

(b) if the developer fails to perform any other obligation(s) under the Contract.

(c) if the developer, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

 ‘For the purpose of this clause

 “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

12.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the developer shall be liable to the Purchaser for any excess costs for such similar Goods or Services. The same may at any time thereafter be deducted from any amount that may become due to the developer this or any other contract or from the Performance Security or may be demanded of him to be paid within 7 days to the credit of the NIPHM. However, the developer shall continue the performance of the Contract to the extent not terminated.

**13. FORCE MAJEURE**

* 1. The developer shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the developer and not involving the developer’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	3. If a Force Majeure situation arises, the developer shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the developer shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**14. REJECTION OF TENDER:**

NIPHM also reserves the right to reject/cancel the tender without assigning any reason thereof.

**15. PAYMENT OF PERFORMANCE SECURITY (PS):**

The Successful firm(s) shall require to deposit 10% of the order value as Security deposit/Performance Security either by means of demand draft or irrevocable Bank Guarantee obtained from any nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should be valid beyond 60 days from the date of completion of all contractual obligations of the developer including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the developer including warranty obligation.

# **16. EMD Amount and Mode of Submission:**

*The bidders should submit EMD of Rs.100000/-(Rupees One Lakh only) in the form of demand draft/Bankers Cheque*drawn on any *Nationalized bank/Scheduled Bank should be drawn in favour of “NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT”, payable at Hyderabad-500 030 and should be submitted to the office on or before tender closing date & time. If EMD is not received by closing date & time, tender shall be rejected.*

1. The EMD amount of the unsuccessful Tenderers will be returned after the acceptance of the successful Tenders within a reasonable time on or before 30th day of the award of the contract.
2. The EMD amount held by NIPHM till it is returned to the unsuccessful Tenderers will not earn any interest thereof.
3. The EMD amount of Successful Tenderers will be adjusted as part of the Security Deposit (SD) due for successful execution of the contract.
4. Tenders **without** EMD amount will be **rejected** by NIPHM as non-responsive. If the tenderer is exempted from submission of EMD, he should enclose the copy of the supporting document / certificate issued by Government along with the Tender.
5. If a Tenderer withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Tenderers, if the Tenderer fails to sign the contract or to remit Security Deposit, the EMD amount shall be forfeited to the NIPHM.

**17. INDEMNITY:**

The Bidder shall indemnify, defend and hold and keep indemnified, the NIPHM from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against the NIPHM in respect of any matter or thing done or omitted to be done by the Bidder / Vendor or its employees, workmen, representatives, agents, servants or developers in the execution of or in connection with the Work or the Bidder's performance under this Tender and against any loss, compensations or damage to the NIPHM in consequence of any action or suit or proceedings being brought against the Bidder or its employees, workmen, representatives, agents, servants or developers for anything done or omitted to be done in execution of the Work under this Tender, including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc. of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights.

**18. CONFIDENTIALITY:**

Bidder / Vendor shall not use or disclose any Confidential Information of the NIPHM except as specifically contemplated herein. For purposes of this Tender "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

**19. USER ACCEPTANCE TESTING:**

1. User Acceptance consists of formal testing conducted by the end user according to the acceptance test plan and analysis of the test results to determine whether the system satisfies its acceptance criteria
2. The firm should prepare a plan to coordinate the User Acceptance activity.
3. The UAT will include complete functional testing
4. Bidder should provide support to document the User Acceptance Test Results along with Defect Statistics. Bidder should ensure that defects found are corrected and is retested by the end user group.
5. On successful completion of User Acceptance Testing, Bidder should obtain a formal acceptance sign-off from NIPHM

**20. TERMS OF PAYMENT:**

The fee amount will be equal to the amount specified as BID PRICE. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| **S No.** | **Payment Schedule** | **Fee Payable****(of the Price Quoted)** | **Remarks** |
| 1 | On Successful deployment of the web application’s working prototype with all features complying with the Functional and Technical requirements. | 10% | Deploying on NIPHM Staging Server. |
| 2 | On Successful deployment of the web application with all features complying with the Functional and Technical requirements – Go Live | 20% | Deploying on NIPHM Production Server (Live Server) |
| 3 | On Successful development and deployment of the mobile app with all features complying with the Functional and Technical requirements along with the back-end integrations etc. – Go Live | 20% | Rolling-out the final mobile application with all requirements. |
| 4 | On Successful Completion of Maintenance Period on quarterly basis. The maintenance period counts from the Go-Live date of the mobile app | 6%(6X8=48%) | Payment to be made - 6% Per quarter. The vendor shall produce compliance certificate stating that all requirements (modifications/ corrections etc.) required by NIPHM for that quarter are fulfilled and the required solution in its completeness is deployed on the production server and working. |
| 5. | Final payment after completion of 6 months period after final sign-off. i.e., after the completion of 2 years maintenance period. | 2% |  |

**21. Force Majeure**

* 1. Notwithstanding the provisions of the tender conditions, the developer shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the developer and not involving the developer's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	3. If a Force Majeure situation arises, the developer shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the developer shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**22. THE RULES OF PROCEDURE FOR ARBITRATIONS PROCEEDINGS SHALL BE AS:**

1. In case of Dispute or difference arising between the Purchaser and a developer relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the developer. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.).
2. If one of the parties fails to appoint its arbitrator in pursuance of above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.) both in cases of the Foreign developer as well as Indian developer shall appoint the arbitrator. A certified copy of the order of the Registrar of the Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), making such an appointment shall be furnished to each of the parties.
3. Arbitration proceedings shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
4. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
5. Where the value of the contract is up to Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), Hyderabad.

**23. NOTWITHSTANDING ANY REFERENCE TO ARBITRATION HEREIN,**

The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

1. If the two bidders are evaluated as L1(L1 bidder) on quoting same price, the bidder with high turnover for FY 2017-18 will be awarded the contract/Purchase order.
2. **Pre- bid Meeting:** Pre- bid meeting will be conducted at NIPHM, Hyderabad on **18.01.2019**at 3.00 p.m. as the solution expected by the technical personnel needs to be clearly understood by the prospective bidders.

\*\*\*\*\*\*

Annexure – I

1. BIDDER’S PROFILE- PART-A:

**Development of web application:**

|  |  |  |
| --- | --- | --- |
| 1 | THE FIRM1. Name
2. Regd. Address
3. Address for correspondence
4. Contact Person’s

i) Name & Designationii) Addressiii) Tel. No. Landline & mobileiv) Email ID |  |
| 2 | Type of Firm  | Sole Proprietor / Private Ltd. / Partnership / Co‑operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation) |
| 3 | Please mention PAN/GIR NO. & date & year of Registration.(please enclose photocopy) |  |
| 4 | GST registration No. (please enclose photocopy) |  |
| 5 | The annual gross turnover during last three years.(Please enclose copies of ITR/Audited balance sheet and P&L account etc.) |  |
| 6 | Technical specifications supported by printed literature of the manufacturer, giving all the details of conformity and non-conformity if any. Additional features if any with support. \* |  |
| 7 | The firm should be income tax assesse at least for a period of three years (Income Tax returns to be enclosed).  |  |
| 8 | Experience as on the last date of the submission |  |

\* *Detailed information in the form of printed brochures, catalogue, forms and formats and certificates be annexed.*

Signature of authorised signatory

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal :

**Annexure – II**

Technical specifications and scope of work:

SCOPE : Development of Web Application and android based Mobile App, identification of different fruit files and storage pests with high resolution pictures and taxonomic characters.

**1. Digitalization of Images –**

* 1. **Digital photography of insect specimens** – NIPHM has live specimens which need to be digitalized carrying individual features (Head, thorax, abdomen, wing pattern, elytra, antennae etc.) photographs using high definition and resolution camera. NIPHM will provide the live specimens for this purpose.
	2. **Digitalization of Images** – In case, if live specimens are not available for few species, NIPHM will provide images of each insect and their characteristic features. Images need to be converted into digital format of high resolution so the same can be utilized in multi-access keys.
	3. **Image Resolution** –
1. A photo shot within the camera's ideal ISO range (usually a low ISO such as ISO100)
2. Pixel Per Inch (PPI) should be 300 or higher
3. The minimum image resolution shall be 2464x1632 pixels (around 4MP).
	1. **Other features** -
4. Photo to be taken with a good quality digital camera (good optics and digital sensor)
5. A photo that has not been enlarged either in post-processing or by in-camera digital zoom (never (ever) use digital zoom).
6. A photo that has been properly shot (good lighting, no blur)
7. A photo that has been stored in either a lossless format (i.e. TIF) or a very low compressed JPEG (highest camera JPEG quality setting).

**2. Development of Web Application to meet the following Functional Requirements –**

* 1. Development of Digital Identification keys for two categories of Insects –
	+ Stored Grain Insects
	+ Fruit flies
	1. Each category consist Approx. 25 insects species and each insect has common major body parts (head, thorax, abdomen, wings etc.) which can be considered for Identification purpose. Each body part of the insects has key characteristic features which help in accurate identification. For eg. Head consist antennae – antennae of each and every species may vary in number of segments
	2. For this purpose development of Multi-access keys is required, which have in their database character information about the genus and species that are to be identified. When the user of a multi-access key chooses a character state of a selected character in the key, the species that have that character state are retained; species that have a different character state for the selected character are discarded. When another character is chosen, the same process should repeat with the remaining Genus and species. Multi-access keys should depend on a complete check of all the species in the key's database each time a question is answered.
	3. Further, in using a multi-access key user can avoid characters that are difficult for user to distinguish or are not appropriate for insect specimen.
	4. Ultimately, when using a multi-access key, all species except the one that matches user specimen may be eliminated. However, if user cannot eliminate all the taxa, you will be left with a small group of taxa that can then be compared more closely.
	5. The technical information pertaining to the identification will be provided by NIPHM.
	6. Development of Fact sheets- Each species full datasheet will be provided by NIPHM to upload in web application, so that user can see other details (Biology, host range, distribution and control measures etc.) with suitable pictures.
	7. Development of glossary – Development of digital glossary with terms and pictures. For example : Elytra - Hardened modified forewings with digital image
	8. Development of Android app based upon the web application features.
	9. Along with it there should be an option for the farmer/field professionals to send pictures of fruit fly / stored grain pests to NIPHM via android app enable with the feature of detail of latitude and longitude of the sender location.

**3.The IT Scope of the project will include the following, but not limited to:**

* 1. Design, Develop and Deploy (including testing & implementation) and maintenance of Web Application and android based Mobile App.
	2. The web portal shall adhere to the Guidelines for Indian Government Websites (GIGW)
	3. Solution should be deployed at NIPHM Production Server.
	4. The portal shall be independent and custom developed specifically for NIPHM and should not be dependent on any third party platforms or technology
	5. The web application should be capable of and support uploading, hosting and display of content of various forms, including and but not limited to, text, audio, video, information dockets, brochures etc.,
	6. Preparation of Training Plan, Training Material and Delivery of Training to Departmental Staff
	7. Disaster Recovery (DR) is the responsibility of the bidder. The solution proposed by the Bidder should be DR compliant.
	8. The system should present one single interface (web based) using which, the departmental officials shall upload the content and should present dual interface (web and mobile app) for general public to access their respective resource pages.
	9. The system should maintain metadata as specified in GIGW.
	10. The system such developed should be as per the requirements of the NIPHM and should pass all tests and fulfill the requirements stipulated by NIPHM.
	11. The web application must be functional on web browsers including but not limited to Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc., on all devices (desktops, laptops, handheld devices etc.) without being technology or platform dependent.
	12. Shall configure the required services and implement the solution as required by NIPHM.
	13. Acceptance Testing shall involve the completion of the complete SDLC process, configurations, installation of the required components and making the system available to NIPHM for carrying out live Operations.
	14. Acceptance testing shall be carried out before the commencement of Live Operations.
	15. Preparation of the required documentation at all levels of the System Development Life Cycle (SDLC) and as required by NIPHM, which shall be of industry standards.
	16. Source Coding of the complete package, with any custom or third party components involved should be provided to NIPHM with the complete third party documentation and licensing. The source code thus provided shall be as per the industry standards with complete in-line documentation for further enhancements as per the requirements of NIPHM.
	17. Operation and Maintenance of the portal, including bug-fixes and problems, starting from the date of signing the contract till 2 years from the date of mobile app go-live/ official launch of the portal and mobile app as decided by NIPHM.
	18. The web application and mobile app should be available 24x7 and accessible from anywhere in the world over internet.
	19. The documentation that has to be provided to NIPHM shall include, but not limited to:
		1. System Requirements Specification (with complete functional specifications, DFDs, Use Case Diagrams, Sequence Diagrams helpful in understanding the system easily along with other related literature)
		2. Complete set of System Design Documents and Design Constructs vis-à-vis the application developed including the form-level and filed level references to the Database objects and their related fields.
		3. Data Dictionary with image files and Schema Designs with a detailed notes on the objects and the purpose
		4. User Manuals, Operational Manuals and Maintenance Manuals of the Application System
	20. The Web Portal shall provide for,
1. Centralized Data Repository
	1. All forms of content shall be stored in a single data depository
	2. NIPHM officials and authorized users shall access the back-office application with their respective credentials. Designated NIPHM officials shall have complete access rights to the centralized repository.
2. User Authentication and Role based Access
	1. The portal should have role based authentication for content uploading and back-office operations with encrypted passwords.
	2. The audit trail of changes to data should be maintained with the users responsible for changes and modifications with a provision to audit trail reports
3. General Requirements
	1. The portal should provide for downloads in a specified format
4. **Other Requirements:**
	1. All the software /subscription/Domain name shall be provided by the tenderer.
	2. The bidder must employ adult and skilled professional photographer only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
	3. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis should be maintained by the supervisor of the bidder and will be countersigned by the NIPHM officer-in-charge at regular intervals and finally at the end of each month.
	4. The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth application development services, No additional cost towards this be borne by NIPHM.
	5. **Completion of work:** The web application development and deployment should be completed within 3 (THREE) months from the date of award of tender and the Mobile App should be completed withing 6 (SIX) months from the date of award of tender.
	6. **Updation and Annual Maintenance:** The tenderer shall provide maintenance and updation of further information/pictures in the web application of the period of 2 years form the date of mobile app, development of mobile appllication assuming that the web application shall Go-Live prior to the mobile app).
	7. The generic features expected from the front-end interface for specific parts of the application shall be,
	8. **Zoom in:** This activates the zooming function of the image. The user can click and drag to define a zoom extend. The user can also click on the image display to zoom and centre on the mouse click location.
	9. **Zoom out:** This activates the zoom out function of the image. The user can double click to zoom out to full extend or simply click on the image display to zoom out.
	10. **Pan:** This activates the pan function of the image display. It allows the image to be paned or moved to bring the area of interest into focus. Its effect is only visible when the image display has been zoomed in.

**5. Service Level Agreement (SLA)**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to broadly define the levels of service which shall be provided by the Firm to NIPHM for the duration of this contract from award of contract phase to the completion of the maintenance phase.

## 5.1 Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

* + 1. "**Uptime**" shall mean the time period for which the specified services / components with specified technical and service standards are available to the NIPHM.
		2. “**Downtime**” shall mean the time period for which the specified services / components with specified technical and service standards are not available to the NIPHM and excludes the scheduled outages planned in advance for the NIPHM.
		3. “**Incident**” refers to any event / abnormalities in the functioning of the applications.
		4. **“Resolution Time”** shall mean the time taken (after the incident has been reported), in resolving (diagnosing, troubleshooting and fixing).

A delay by the Firm in the performance of its delivery obligations at any phase of the project shall render the Firm liable to the imposition of appropriate penalty in monetary terms at the discretion of NIPHM, unless an extension of time is agreed upon by NIPHM in written.

A serious delay as presumed by NIPHM in the time schedules or non-conformity to standards, non-conformity to the rules and regulations, non-conformity to Acts and provisions under law, Data Loss, Security Failures, QC failure etc., shall lead to termination of the project with immediate effect and Firm shall bear the cost and risk as deemed fit by NIPHM.

The following measurements and targets shall be used to track and report post implementation (from the date of GO-LIVE) performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract. All the targets for the measurements are calculated on a monthly basis. Please note that the Firm should provide comprehensive, end-to-end service to maintain the developed applications. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the scope of work in this tender and the appropriate penalty shall be levied.

**5.2 Adherence to SLAs**

### 5.2.1 Adherence to Time Schedule in Solution Deployment

Table 1: Implementation Service Levels – Time Schedule and acceptance by NIPHM

| **Service Category** | **Measurement** | **Severity** | **Penalty** |
| --- | --- | --- | --- |
| Time Schedule : Solution Development | Solution development and Commissioning (Go-Live) | Web application to be delivered within 3 months and mobile app within 6 months from the date of award of contract | A Penalty of 1% of the contract value per one week till the solution is Launched (Go-Live) |

### 5.2.2 Adherence to Time Schedule in Incident Resolution

Table 2: Incident resolution related SLAs

| **Service Category** | **Measurement** | **Penalty** |
| --- | --- | --- |
| Incidence resolution | Reported incident resolution | A Penalty of 0.1% of the contract value for every 1 day of delay in resolution of the incident. |

### 5.2.2 Adherence to Time Schedule in maintaining Solution Uptime

Table 3: Incident resolution related to solution availability

| **Measurement** | **Target** | **Penalty** |
| --- | --- | --- |
| Applications Availability with the required information.Downtime required for maintenance or for performance enhancement measures shall not be considered while calculating application availability. | >= 99.99%  | A Penalty of 0.1% of the contract value for every 1 day of down time at a stretch or in parts. |

**5.2.3 Adherence to Picture Quality**

Table 4:

| **Service Category** | **Standards** | **Measurement** | **Penalty** |
| --- | --- | --- | --- |
| Quality of the Picture/ Photo | Quality and Resolution of the Picture / Photo being provided | The resolution and other parameters to be as per the standards specified in the tender document. | A Penalty of 0.1% of the contract value after a lapse of 3 working days per incident after recorded intimation to the bidder by NIPHM |

## SLA Review Process

5.3.1. Either NIPHM or Firm may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

5.3.2. The Firm shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Firm will then communicate the resolution to all interested parties.

* + 1. In case the issue is still unresolved, the penalty clauses as stipulated shall be implemented.
		2. In case of conflict, the decision of Director General, NIPHM shall be final and binding on both parties.

## Penalties

* + 1. The total deduction shall be done from the immediate next installment / payment to be done to the Bidder.
		2. Three consecutive deductions of more than 5% of the contract amount on account of any reasons will be deemed to be an event of default and termination.

Annexure – III

1. कीमतबोली**/ PRICE BID – PART-B**

**Name of the item: Development of Software (As per specifications mentioned at Annexure-II)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| क्र.सं. Sl. No. | मदकाविवरण / Item Description | Quantityपरिमाण | Software development amount (Rs.)  | GST | Total Amount (Incl. GST) |
| 1 | Development, Deployment of web application and android based mobileappfor identification of different fruit files and storage pests with high resolution pictures and taxonomic characters. And maintenance for 2 years post deployment (Go-Live) | 1 |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| क्र.सं. Sl. No. | मदकाविवरण / Item Description | Quantity / No. of insectsपरिमाण | Rate per insect (Rs.)  | GST | Total Amount (Incl. GST) per insect |
| 2 | Photography of insect specimens (maximum 15 slices per insect) with high resolution picture (as mentioned) | 50\* (Maximum) |  |  |  |

\*The number of insects may increase or decrease

Note: 1. Items should be delivered and installed at NIPHM.

 2. GST should be indicated clearly.

 3. Prices should be quoted only in Indian rupees.

We are herewith undertaking that the details provided above are true and to abide by the terms and conditions contained in the bid document of NIPHM.

प्राधिकृतपदाधिकारीकाहस्‍ताक्षर

Signature of authorised official

(मोहरएवंस्‍टांपसहित/

With seal and stamp)

नाम/ Name:

पदनाम/ Designation:

ANNEXURE –IV

प्राधिकारपत्रहेतुप्रपत्र/FORMAT FOR AUTHORISATION LETTER

सेवामें/To,

रजिस्‍ट्रार/ The Registrar,

राष्‍ट्रीयवनस्‍पतिस्‍वास्‍थ्‍यप्रबंधनसंस्‍थान

National Institute of Plant Health Management,

राजेन्‍द्रनगर/ Rajendranagar,

हैदराबाद/Hyderabad-500 030**.**

तेलंगान/ Telangana,

महोदय/महोदया

Sir/Madam,

 हमएतद्द्वारा ------------------------------------------------------------------------------- कोबोली(बिड) प्रस्‍तुतकरनेएवंभागलेनेहेतुतथाप्रस्‍तुतकिएगएसंविदासंदर्भ -------------------------- परहस्‍ताक्षरकरनेकेलिएप्राधिकृतकरतेहैं।इससंबंधमेंउनकेद्वारालियागयाकोईभीनिर्णयहमेंस्‍वीकृतहै।

 We hereby authorise \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to submit a Bid and subsequently participate and sign the contract submitted against the Ref.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. We hereby accept his decision taken, if any, in this regard.

**(प्रतिनिधिकेतौरपरएवंकंपनीकीओरसेहस्‍ताक्षर)**

(Signature for and on behalf of the Company)

स्‍थान/Place:

दिनांक/Date :

संलग्‍नक/ANNEXURE – V

FORMAT FOR UNDER TAKING

***UNDERTAKING***

1. ***मैं/हमवचनदेताहूं /देतेहैंकिमैंने/हमनेसभीनिबंधनएवंशर्तोंकोसावधानीपूर्वकअध्‍ययनकरलियाहैएवं****रावस्‍वाप्रसं (एनआईपीएचएम)****केप्रस्‍तावितआपूर्तिसंबंधीमानदण्‍डोंकोसमझलियाहैतथाउल्‍लिखितसभीमानदंडोंकाअनुपालनकरूंगा/करेंगे।***

***I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed supplies of the NIPHM and shall abide by them.***

b. I / हमयहभीकार्यकरतेहैंकिमैं/ हम\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ केनिविदाकेअनुलग्नक-2 मेंउल्लिखित"सॉफ्टवेरकेविकासकेलिएपैरामीटरऔरतकनीकीविनिर्देश" कोसमझचुकेहैंऔरसॉफ्टवेयरकेलिए"पैरामीटरऔरतकनीकीविनिर्देशोंकेअनुसारसख्तीसेसॉफ्टवेयरविकसितकरेंगे"।

***I/We also undertake that I/We have understood “Parameters and Technical Specifications for developing the software” mentioned in Annexure-IIof the Tender dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall develop the software strictly as per these “Parameters and Technical Specifications for the software”.***

***c.मैं/हमआगेयहभीवचनदेताहूं /देतेहैंकिइसनिविदामेंसभीसंदर्भोंमेंदीगईसूचनाएंमेरीअधिकतमजानकारीकेअनुसारसहीऔरसत्‍यहैएवंमैं/हमइसकेप्रतिपूरीजिम्‍मेदारीलेताहूं /लेतेहैं।***औरफर्म / कंपनीकोकिसीभीसरकारीकार्यालय / मंत्रालय / विभाग / पीएसयू / प्रतिष्ठितसंगठनऔरबैंकआदिद्वारासूचीबद्धनहींकियागयाहै।

***I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same and the firm / company has not been black listed by any Government Office/Ministry/ Department/PSUs/reputed organisation and banks etc.***

*दिनांक : (कंपनीकेमोहरसहितनिविदाकारकेहस्‍ताक्षरएवंदिनांक)*

*Dated at (Dated signature of Bidder with stamp of the firm)*

**INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION :**

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Clickhere to Enroll"** on the CPP Portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address andmobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift' / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS:**

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS :**

1) Bidder 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. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) 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 / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS :**

1) Bidder should log into the e-procure website well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while 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 filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The serve 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.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

**ASSISTANCE TO BIDDERS**

1) 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.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.